BENGALURU ELECTRICITY SUPPLY COMPANY LIMITED

Customer Relation Section: Fourth Floor, 2nd- Block

Corporate office, K.R. Circle, Bengaluru -560001

TENDER ENQUIRY NO: BESCOM/2025-26/SE0286

INVITATION TO BID

For

Digitalisation of Consumer Grievance Redressal Forum (CGRF) process and Auto escalation of complaints in BESCOM, MESCOM, HESCOM and GESCOM

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Section: 1

Instruction to Bidders (IB)

IB 1.0 General:

IB 1.1 Bangalore Electricity Supply Company limited hereinafter referred to as BESCOM, a Government of Karnataka undertaking is responsible for the distribution of Electricity within the State of Karnataka (8 districts). The other Government Owned distribution companies operating in the State of Karnataka are Mangalore Electricity Supply Company Limited (MESCOM), Hubli Electricity Supply Company Limited (HESCOM), Gulbarga Electricity Supply Company Limited (GESCOM) and Chamundeshwari Electricity Supply Corporation Limited (CESC). BESCOM on behalf of MESCOM, HESCOM and GESCOM invites offers through **Karnataka Public Procurement Portal** (https://kppp.karnataka.gov.in) in two Parts (Techno-Commercial Bid and Price bid) from eligible bidders for the "**Digitalisation of Consumer Grievance Redressal Forum (CGRF) process and Auto escalation of complaints" for a period of five years and t**he Contract may be extended at the discretion of BESCOM / other ESCOMs for further period based on the performance of the agency on mutually agreed terms and conditions, if BESCOM/other ESCOMs desires so. The amount put to tender is ₹. 368.33 Lakhs.

IB 1.2 The successful Bidder shall design, develop and implement web based online portal and Mobile application software for "Digitalisation of Consumer Grievence Redressal Forum" process in BESCOM, MESCOM, HESCOM and GESCOM areas, which includes Server and other devices, Data Center and Data Recovery Center Hosting for 5 years, Creation of Infrastructure at Site, Security Audit, licences etc., complete

IB 1.3 The successful Bidder shall carry maintenance and up-gradation / changes / modification of software if required and Providing Services of Application Technical Support

and Support Resource for all 4 ESCOMS for a period of 5 Years, which also includes charges for SMS gateway, SMS charges, etc., complete for successful maintenance of CGRF software.

IB 2.0 Parties who may bid:

IB 2.1 Bidder having requisite qualification as per clause IB 18.00 may participate in the bid. A Bidder Firm/ Company shall not be entitled to form any Consortium for this Contract.

IB 3.0 Issue of Bid Documents:

IB 3.1 Bidders can download the tender documents from **Karnataka Public Procurement Portal** (https://kppp.karnataka.gov.in) (Free of cost) and Techno-Commercial bid will be available from **01/09/2025 to 16/09/2025 up to 15.00 Hrs.**

IB 3.2 All the Tender Documents shall be submitted through Karnataka Public Procurement Portal on or before Last date of bid submission as mentioned in Karnataka Public Procurement Portal. The technical bids will be opened on **18.09.2025 at 16.30 Hrs as** mentioned in the Karnataka Public Procurement Portal. Date of opening of Price Bids will be intimated at a later date.

IB 4.0 Schedule of Availability, submission and opening of bid documents:

Sl. No.	**Description**	**Schedule date & time**
1	Date of availability of Bids	**01/09/2025 on wards**
2	Pre bid meeting	**06.09.2025 at 11.30 Hrs**
3	Last date for submission of Bids	**16.09.2025 at 15.00 Hrs**
4	Date of opening of	**18.09.2025 at**

	Technical bid	**16.30 Hrs**
5	Date of opening of Price Bid	**Will be intimated later.**

IB 4.1 If a bandh or holiday falls on any of the scheduled date, and then scheduled date shall be considered as on next working day (between mentioned working hours).

IB 5.0 Pre bid meeting:

IB 5.1 A Pre bid meeting will be held at Conference hall, 3rd Floor, Beluku Bhavana, BESCOM, Corporate office, K.R. Circle, Bengaluru-01 on 03/09/2025 at 12:00 Noon. The purpose of the meeting will be to clarify the exact scope of work, and any issues regarding the bidding documents in general which are raised at that stage. Interested Bidders or their representative limited to 2 (two) persons may participate in the said meeting for any clarification before submission of their offers. The Bidders are advised to submit their query, if any, signed & Scanned copy to gmcrbescom@gmail.com or gmcr@bescom.co.in hard copy to The General Manager (Customer Relation), Corporate Office, BESCOM, K. R. Circle, Bengaluru – 560 001, prior to the pre-bid meeting. Queries raised after the Pre-bidding meeting will not be entertained.

IB 5.2 Non-attendance to the pre-bid meeting will not be a cause for disqualification of bidders but at the same time shall not entitle him to raise any query at a later date.

IB 6.0 Clarification of Bidding Documents:

IB 6.1 Should there is any discrepancy or obscurity in the meaning of any clauses of the bid document, all such queries need to be sent to GM (Customer Relation) via mail to gmcrbescom@gmail.com or gmcr@bescom.co.in hard copy to The General Manager (Customer Relations), Corporate Office, BESCOM, K. R. Circle, Bengaluru – 560 001 prior to and during pre-bid meeting. The clarification given in pre bid meeting shall be final, part of the bid document and binding on the bidder.

IB 7.0 Notifications/ Amendments/ Addendum of Bidding Documents:

IB 7.1 At any time, normally, prior to the dead line of submission of Bid, BESCOM may, for any reason, reserves right to cancel or modify the bidding documents by issuing necessary notifications/ Addendum / Amendments without assigning any reasons.

IB 7.2 Any notification/ addendum/ amendments thus issued shall be part of the bidding document and shall be communicated through Karnataka Public Procurement Portal.

IB 7.3 Notification of cancellations shall be communicated through the Karnataka Public Procurement Portal.

IB 8.0 Earnest money deposit:

IB 8.1 All bids must be accompanied with a refundable earnest money of **Rs. 5,52,501=00** as mentioned in the Karnataka Public Procurement Portal. **Up to Rs. 10.00 Lakhs** (Rupees Ten Lakhs only) shall be paid electronically through any of the five e-payment modes mentioned in the Karnataka Public Procurement Portal and the balance of **Rs. Nil** in excess of **Rs. 10 Lakhs** shall be in the form of Bank Guarantee (BG) / e-bank guarantee. Original Bank Guarantee shall be submitted on or before the last day of bid submission at the office of the General Manager (Customer Relation), Fourth Floor, BESCOM, Corporate Office, K.R. Circle, Bengaluru - 560 001. Copy of BG shall be uploaded in the Karnataka Public Procurement Portal.

IB 8.2 The earnest money deposit shall remain valid for **180 days** from the schedule date of submission of bid documents.

IB 8.3 Instruments having fixed validity issued as earnest money deposit for the tender shall be valid for 45 days beyond the validity of the tender

IB 8.4 Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses IB 8.1, IB 8.2 and IB 8.3 above shall be rejected by the Owner as non-responsive

IB 8.5 The earnest money deposit of unsuccessful Tenderers will be returned within 30 days of the end of the tender validity period specified in Sub-Clause IB 8.2

IB 8.6 The successful bidder's Bid Guarantee will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security as stipulated elsewhere in the Bid Documents.

IB 8.6 The deposit towards EMD shall not carry any interest.

IB 8.7 Permanent EMD will not be considered.

IB 8.8 Bids shall be rejected, in case, the requisite EMD is not deposited

IB 8.9 **The** earnest money deposit **shall be liable for forfeiture in the following cases:**

IB 8.9.1 If during the period of Bid validity, the bidder unilaterally withdraws or modifies its bid as a whole or in part; or

IB 8.9.2 In case of successful bidder, if the bidder fails to accept the order unconditionally or fails to furnish the contract performance guarantee as per stipulation of bid documents; or

IB 8.9.3 If any cartel is formed by the bidders in their quotations; or

IB 8.9.4 In case of successful Bidder, if the Bidder fails to implement the Pilot operation successfully; or

IB 8.9.5 (a) if the Tenderer withdraws the Tender after tender opening during the period of tender validity; or
(b) if the Tenderer does not accept the correction of the Tender Price; or
(c) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to

(i) sign the Agreement; or
(ii) furnish the required Security deposit

IB 8.10 E-payment mode for Tender Processing Fee or the EMD Payment up to **Rs. 10 Lakhs shall be made through any of the following modes of e-Payment**.

- Credit Card/ Debit card
- Net Banking
- NEFT / RTGS
- Over-the-Counter (OTC)
- IMPS

NOTE: - Tender Processing Fee **or the EMD Payment up to Rs. 10 Lakhs** payment at Karnataka Public Procurement Portal is through bank gateway as indicated in the Karnataka Public Procurement Portal.

For further clarification, contact Karnataka Public Procurement Portal**.**

KPPP Help Desk: Phone Nos. : +918046010000, +918068948777, +919240214000, +919240214001, 080-46010000 / 68948777 or e-mail to support@eprochelpdesk.com

Note: In Karnataka Public Procurement Portal, Contractor has the option of withdrawing the Bid by digitally signing to withdraw/cancel bid before the bid submission time /Date.

IB 9.0 Language of Bid:

IB 9.1 The bid prepared by the bidder and all correspondences and documents relating to the bid, exchanged by the bidder and BESCOM, shall be written in English or Kannada language only. Failure to comply with this condition shall disqualify a bidder.

IB 10.0 Currencies of Bid and Payment:

IB 10.1 All prices shall be quoted by the Bidder in "Indian Rupees" (INR) only.

IB 11.0 Period of validity of Bid:

IB 11.1 The bid shall remain valid for a period of **180** (One hundred and Eighty) days from the schedule date of bid submission. A bid, valid for a shorter period shall be rejected by BESCOM as **non-responsive**.

IB 11.2 In exceptional circumstances, BESCOM may solicit the Bidder's consent to extend the period of validity. The request and the response thereto shall be made in writing (including Fax or E-Mail). In such an event the Bid Security provided under Clause IB 8.0 shall also be extended by the same period as the extension in the validity of the Bid. A Bidder may refuse the request without becoming liable for forfeiture of his Bid Security. A Bidder agreeing to the extension will not be required or permitted to modify its Bid

IB 11.3 Information required with technical proposal:

IB 11.3.1 The bid must clearly indicate the name of the Bidder, the type of material/services to be supplied/ provided. For purpose of these clauses, a substantially responsive Bid is one, which conforms basically to all the terms and conditions of the Bidding Documents without material deviation & confirming to technical specifications. Bidder shall furnish the certificates as per **Annexure-I & II.**

IB 11.3.2 Documentary evidence in respect of qualifying requirements shall be uploaded by the Bidder in the form of Electronic/scanned copies in the Karnataka Public Procurement Portal by the participating Bidders.

IB 12.0 Price proposals:

IB 12.1 The Bidder shall quote item wise Prices in the Karnataka Public Procurement Portal including GST and statutory levies

IB 12.2 The Bidders shall quote on **FIRM** price basis. The prices shall be Firm throughout the period of Contract. The prices shall be quoted in Indian Rupees (INR)

IB 12.3 GST and other statutory levies if any are as per actuals in force.

IB 13.0 Cost of Bidding:

IB 13.1 The bidder shall bear all costs associated with the preparation and submission of his bid and BESCOM in no case shall be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

IB 14.0 Opening, Evaluation of Bids, Award Criteria and Signing of Contract:

IB 14.1 The tender will be opened as detailed below in the presence of Bidder/Bidder's authorized representative(s) who choose to attend at the scheduled date and time. The Bidder's representatives who are present shall produce authorisation letter and shall sign the register evidencing their attendance.

IB 14.2 On the schedule date & time of opening of the tender, Techno-commercial bid will be opened through Karnataka Public Procurement Portal.

IB 14.3 Date & time of opening of Price bid will be communicated later to the eligible bidders.

IB 14.4 No electronic devices will be permitted during bid opening for recording.

IB 14.5 Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/ rejection is made by BESCOM to the Bidders. While the bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, BESCOM and/ or his employees/ representatives on matters related to the bids under consideration. BESCOM, if necessary, will obtain clarifications on the bids by requesting for such information from any or all the Bidders, either in writing or through personal contacts as may be necessary.

Bidders will not be permitted to change the substance of the bids after the bids have been opened.

IB 14.6 To assist in the examination, evaluation and comparison of bids BESCOM may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

IB 14.7 BESCOM will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required witnesses have been furnished, whether all the necessary documents have been properly uploaded, and whether the bids are generally in order.

IB 14.8 The Techno-Commercial Bids accepted and opened will be evaluated by the BESCOM to ascertain the Technical Responsiveness of the Bid for the complete Scope of the Proposal as per the qualifying requirements stipulated in the tender.

IB 14.9 The bids submitted in the Karnataka Public Procurement Portal will be evaluated on the basis of techno-commercial information furnished by the Bidder. The bids which are submitted fulfilling the qualifying requirements of the tender will be treated as technically responsive.

IB 14.10 Prior to the detailed technical and price evaluation, the BESCOM will determine the substantial responsiveness of each Bid to the Bidding Document. For purpose of these Clauses, a substantially responsive Bid is one which conforms to all the Terms and Conditions of the Bidding Document without Material Deviations & confirming to specifications. A Material Deviation is one which affects in any way the Prices, Quality, Quantity or Delivery Period of the Services, Completion period of contract or which limits in any way the responsibilities or liabilities of the Bidder or of any right of the Owner as required in these Specifications and Documents. The Owner's determination of a Bid's responsiveness shall be based on the contents of the Bid itself without recourse to extrinsic evidence.

IB 14.11 The eligibility criteria of Techno-commercial Bids will be evaluated generally on the following points but not restricted to the same.

a. Payment of the EMD
b. Eligibility Criteria / Qualifying Requirements
c. Completeness of the offer to carry-out all the services / work as per the requirement.
d. Bid validity
e. Acceptance to all terms and conditions of the tender

IB 14.12 A Bid determined as not substantially Responsive shall be rejected by the Owner and shall not subsequently be made Responsive by the Bidder by correction of the Non-conformity

IB 14.13 BESCOM may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

IB 14.14 The price bids of all the technically responsive Bidders will be opened in the KPP Portal. The date and time of opening of the price bid shall be intimated to all qualified Bidders in the Karnataka Public Procurement Portal.

IB 14.15 After opening the price bids, price evaluation will be done based on the rates quoted by the Bidders in the Karnataka Public Procurement Portal. For the purpose of the evaluation and comparison of Bids, **"Bid Price"** shall mean the **total price arrived based on the sum of individual amount which is arrived by multiplying the individual quantity with that of individual quoted rate for each item for the said services in the** Karnataka Public Procurement Portal **of the respective enquiry Price Schedule** by each Bidder in his proposal for the complete scope of works.

IB 14.16 It is absolutely essential for the Bidders to quote the lowest price at the time of making the offer in their own interest, as BESCOM will not enter into any price negotiations, except with the lowest quoting Bidder, whose offer is found to be fully technically compliant.

IB 14.17 All evaluated Bid Prices of all the Bidders shall be compared among themselves to determine the lowest evaluated bid and, as a result of this comparison, the lowest Bid will be selected for the award of the Contract.

IB 14.18 The Owner will award the contract to the Successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. The BESCOM shall be the sole judge in this regard.

IB 14.19 Not withstanding the above, if it is found that the performance vis – a - vis works awarded to the Bidder by BESCOM is either behind schedule or not satisfactory, BESCOM will be at liberty to disqualify the Bidder and reject its Bid at any stage of processing of the Bid.

Bidder shall note that BESCOM may not award the work to successful bidder , even if it is lowest quoted offer (L1), if in opinion of BESCOM based on its experience, the firm may not perform well in execution of work and may delay in execution because of its existing works on hand.

IB 14.20 Prior to the expiration of the period of Bid Validity / extended Validity Period, if any, the BESCOM will Notify the Successful Bidder in writing by Registered Letter or e-mail, to be confirmed in writing by Registered Letter, that his Bid has been accepted. The “Notification of Award” shall constitute the formation of the Contract.

IB 14.21 BESCOM reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the BESCOM's action.

IB 14.22 Upon the Successful Bidder furnishing of Performance Guarantee pursuant to Clause No. GTC 4.0, the BESCOM will promptly notify each unsuccessful Bidder and will discharge respective Bid Security, pursuant to Clause No. IB 8.0

IB 14.23 **At the same time as the BESCOM notifies the successful Bidder that his Bid has been accepted, the BESCOM will send the Bidder the Letter of Intent (LOI), incorporating all agreements between the Parties.**

IB 14.24 Within 7 days of receipt of the detailed Letter of Intent, the successful Bidder shall sign and date the same and return it to the Owner.

IB 14.25 The Successful Bidder will prepare the Contract Agreement on a stamp paper of appropriate value as stipulated in the Karnataka Stamp (amendment) act 2023 in the prescribed format approved by BESCOM and the same will be signed **within 15 (Fifteen) days of Notification of Award.**

IB 14.26 The Successful Bidder shall observe all the formalities stipulated in the LOA within the stipulated period failing which, BESCOM reserves the right to cancel the offer and forfeit the Earnest Money deposited by the Bidder.

IB 15.0 Acceptable Dispute/legal Redressal Mechanism:

IB 15.1 In case of any dispute arising out the contract, the same shall normally be settled amicably through meeting between the BESCOM and the vendor at the appropriate level. The decision of the MD, BESCOM is final.

IB 15.2 If the Contractor is not satisfied with the decision taken by the Employer, the dispute shall be referred by either party to Arbitration within 30 days of the notification of the Employer’s decision.

IB 15.3 If neither party refers the dispute to Arbitration within the above 30 days, the Employer's decision will be final and binding.

IB 15.4 The Arbitration shall be conducted in accordance with the arbitration procedure stated in the clause IB 15.6

IB 15.5 The disputes arising out of the contract shall be exclusively within the jurisdiction of Bengaluru Court only.

IB 15.6 Arbitration (Clause 24)

IB 15.6.1 The procedure for arbitration shall be as follows:

(a) In case of dispute or difference arising between the Employer and the Contractor relating to any matter arising out of or connected with this agreement it shall be settled in accordance with the Arbitration and Conciliation Act 1996. The disputes or differences shall be referred to a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the Appointing Authority (any one of the Organizations as per list enclosed in Annexure)

(b) Arbitration proceedings shall be held at Bengaluru, Karnataka, India

(c) The cost and expenses of arbitration proceedings will be paid as determined by the Arbitrator. However the expenses incurred by each party in connection with the preparation, presentation, etc., shall be borne by each party itself.

(d) Performance under the contract shall continue during the arbitration proceedings and payments due the Contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.

IB 16.0 Communication mode:

IB 16.1 The Bidders, for communicating with BESCOM, for this job may use the following email-Id gmcrbescom@gmail.com **OR** gmcr@bescom.co.in .

IB 17.0 Representative of vendor:

IB 17.1 The successful bidder is required to nominate one person exclusively for this project from commencement to completion as a Single-Point contact, with whom BESCOM will interact on all matters related to the contract.

IB 17.2 The successful Bidder has to specifically furnish to BESCOM, the name, designation, mobile no., residential phone no. of his authorized representative.

IB 18.0 The bidder having the following pre-qualifying requirements are eligible to participate in the tender:
The essential minimum qualifying requirements are as under:

Sl. No.	Qualifying Requirements	Documents to be uploaded
I	**Technical Requirements:**	

Sl. No.	Qualifying Requirements	Documents to be uploaded
1	The Bidder should be in existence as any of the following: (a) Company incorporated in India under the Companies Act, 1956/2013 including any amendment thereto;	1. Certificate of Incorporation issued by Registrar of Companies as per Companies Act 1956/2013 along with Memorandum of Association and Articles of Association of the Company. 2. Annual filings (E-Forms AOC-4, MGT-7) filed by the Company to Registrar of Companies (Ministry of Corporate Affairs, Government of India) for preceding two Financial Years. 3. Declaration from Directors of the Company stating that they are not disqualified to be a Director of the Company along with the list of Companies in which they are Directors as on the date of inviting tender(s).
	(b) LLP incorporated in India under the Limited Liability Partnership (LLP) Act, 2008 including any amendment thereto;	1 Certificate of Incorporation issued by Registrar of Companies as per LLP Act 2008. 2 Limited Liability Partnership Agreement of LLP. 3 Form 11-Annual Return filed by LLP to Registrar of Companies (Ministry of Corporate Affairs, Government of India) for preceding two Financial Years.
	(c) i. Partnership Firm under Partnership Act, 1932 in India; ii. Sole Proprietorship	1. Partnership Deed, GST Registration Certificate. 2. Shops & Establishment Registration Certificate, as applicable.

Sl. No.	Qualifying Requirements	Documents to be uploaded
	Concern	1. PAN/GST Registration Certificate
2	The Bidder must be registered with EPF, ESI, Labour Department, GST, and Income Tax Departments	All Certificates / documents related to registration shall be uploaded.
3	The Bidder should have ISO 9001-2015 or above version pertaining to QMS (Quality Management System) and ISO 27001-2022 or above version pertaining to ISMS (Information Security Management system) certification related to information technology as on the date of the tender notification, ISO 20000-1:2018 or Above certification software/IT related services. Bidder should own these Certificates as on the date of tender notification.	Copy of valid certificates shall be uploaded
4	The Bidder must have been assessed and possess a valid SEI/CMMI Institute certified CMMI level 5 or above. Bidder should own this certificate as on the date of tender notification.	Copy of SEI/CMMI certificates or publish list shall be uploaded.
5	The Bidder should have experience of implementing “Web based Total Revenue Management Software Solution”; through its own software or through COTS (SAP/Oracle, etc.) software in at least one Govt. undertaking DISCOM/ESCOMs during last five years, but experience is must for a continuous period of Twelve months and project is operational as on the date of the bid submission.	Copy of orders and performance certificate for the proof of experience shall be uploaded.

Sl. No.	Qualifying Requirements	Documents to be uploaded
6	Bidder as a prime contractor should have satisfactorily completed at least one similar work such as experience of implementing "Web based Total Revenue Management Software solution, of value not less than **Rs. 184.16 Lakhs** during the FY 2020-21, 2021-22, 2022-23, 2023-24 & 2024-25. **Note:** Updated to the FY in which the tenders are invited. The value of the completed works shall be given a weight of 10% per year to bring them to the price level of the FY in which the tenders are invited	Copy of the DWA/PO and performance certificate shall be uploaded.
	Financial Requirements:	
7	The **Annual Turnover** of the Bidder in at **least two financial years in any of the previous five financial years i.e., (**FY 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24**)** should not be less than **Rs. 147.33 Lakhs.** **Note :** The previous years turnover of the bidder is updated to the FY in which the tenders are invited. Financial turn over of previous years shall be given a weight of 10% per year to bring them to the price level of the FY in which the tenders are invited	Certified copies of audited financial statements such as P&L statement, Balance sheets for the (FY 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24) shall be uploaded.
8	The Liquid assets of the Bidder as	If the bidder has banking in

Sl. No.	Qualifying Requirements	Documents to be uploaded
	on **09.09.2025** or at a later date before submission of the bid consisting of Cash at Bank + Term Deposits + Availability of fund based credit facility in any Nationalized/scheduled Bank should not be lesser than **Rs. 18.42 Lakhs.**	multiple banks, then available Liquid assets balance mentioned above on a particular date i.e., as on **09.09.2025** or at a later date before submission of the bid should be the same date for all banks. The cash at bank, bank deposits and availability of fund based credit facilities shall be supported by a certificate issued by Nationalized/ scheduled Bank shall be uploaded. In case of Fund based credit facility, the certificate issued by the Nationalized/ Scheduled Bank duly mentioning sanctioned limits, funds utilized so far and balance available as on **09.09.2025** or at a later date, before submission of the bid shall be uploaded.
9	Bidders who meet the above specified minimum qualifying criteria, will only be qualified, if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under: Assessed available tender capacity = (A*N*1.5 - B) Where, A = Maximum value of works executed in any one year during the last five years ((updated to FY 2025-26 price level) taking into account the completed as well as works in progress. N = Number of years prescribed for completion of the works for which tenders are invited.	The bidder shall upload statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or equivalent and the details shall be filled in the format enclosed as Sch-3 (9 of 9) of Techno-Commercial sheet

Sl. No.	Qualifying Requirements	Documents to be uploaded
	B = Value, at FY-2025-26 price level, of existing commitments and on-going works to be completed during the next 5 Years (period of completion of the works for which Tenders are invited)*	
III	**General Requirements:**	
10	As on date of submission of the bid, even though the Tenderers meet the above criteria, they are subject to be disqualified if they have: i) made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or ii) record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or iii) participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.	Self-declaration in the prescribed format given in the **ANNEXURE – III** on Non-Judicial stamp paper of Rs. 500/- value shall be uploaded.
11	As on date of submission of the bid, the Bidder should not be under a declaration of ineligibility for corrupt or fraudulent practices with any of the State government or Central Government or PSU or Municipal agencies in India or Abroad at the time of submission. **OR** As on date of submission of the bid, the Bidder must not have	Self-Declaration in the prescribed format given in the **ANNEXURE – IV** on Non-Judicial stamp paper of Rs. 500/- value, duly notarized shall be uploaded. **Note**: The bidder shall declare that the information furnished by them are true and correct. If BESCOM found that any misleading information and/or suppressing of

Sl. No.	Qualifying Requirements	Documents to be uploaded
	been blacklisted or banned or debarred or defaulted. **OR** As on date of submission of the bid, the Bidder who's work orders have been short closed due to non-performance or who's LOA is withdrawn by the owner due to inefficiency of the bidder in performing or implementing assigned project in technically/financially are not eligible to participate in this bid.	the facts by the bidders, BESCOM shall reject the bid and such bidder will be black listed including initiation of legal/criminal proceeding. The decision of the BESCOM shall be final in this regard.
12	Any Bidder from a country which shares a land with India will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority. "**For details Please Refer Note 1**"	Registration certificate issued by the competent authority shall be uploaded.
13	A certificate for having read the clauses is required to be submitted/uploaded by the tenderer separately in the following format: I have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this Bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.) **Note:**	Self-declaration in the prescribed format / certificate given in the **ANNEXURE – V** on Non-Judicial stamp paper of Rs. 500/- value shall be uploaded.

Sl. No.	Qualifying Requirements	Documents to be uploaded
	Procurement of Spare parts and other essential service support like Annual Maintenance Contract (AMC)/ Comprehensive Maintenance Contract (CMC), including consumables for closed systems from Original Equipment Manufacturers (OEM's) or their Authorized agents, shall be exempted from the requirement of registration as mandated under Government Order No: FD 455 Exp-12 2020 dated.25.08.2020. "**For details Please Refer Note 1**"	

Note 1:

As per the Government Order No. : FD 455 Exp-12 2020 dated.25.08.2020, FD 455 Exp-12 2020 dated. 10.03.2021 & : FD 455 Exp-12 2020 dated.29.03.2021-clarification to the Sl. No.10 & 11 above are as follows: "Bidder (including the term tenderer', Consultant or service provider in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
"Bidder from a country which shares a land border with India" for the purpose of this Order means:- a. An entity incorporated, established or registered in such a country; or

b. A subsidiary of an entity incorporated, established or registered in such a country; or
c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
d. An entity whose beneficial owner is situated in such a country; or
e. An Indian (or other) agent of such an entity; or
f. A natural person who is a citizen of such a country; or
g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
I. The beneficial owner for the purpose of above clause will be as under: (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation- a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company; b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
(ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
(iii) In case of an un-incorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
IN CASES WHERE SUB CONTRACTING IS PROVIDED: A certificate is required to be submitted/ uploaded by the Tenderer in respect on sub-contracting separately in the following format: “I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)”
As per circular FD 455 Exp-12 2020 dated. 10.03.2021 : A Bidder is permitted to procure the raw materials, components, sub-assemblies etc from the vendor from countries which shares land border with India. Such vendor will not be required to be registered with the Competent authority, as this is not regarded as sub-contracting. However incase a Bidder has proposed to supply finished goods procured directly / indirectly from the vendors from the countries sharing land border with India, such venders will be required to be

registered with Competent authority.
As per circular FD 455 Exp-12 2020 dated.29.03.2021 Procurement of Spare parts and other essential service support like Annual Maintenance Contract (AMC)/ Comprehensive Maintenance Contract (CMC), including consumables for closed systems from Original Equipment Manufacturers (OEM's) or their Authorized agents, shall be exempted from the requirement of registration as mandated under Government Order No: FD 455 Exp-12 2020 dated.25.08.2020.

Section: 2

Scope of Work (SW)

SW 1.1 The Service Provider shall provide Hardware, Software, Connectivity, and support Manpower for Development and maintenance of Web based Online Portal and Mobile Application and its integration with RAPDRP/IPDS/TRM System **in connection with digitalisation of Consumer Grievance Redressal Forum (CGRF) process and Auto escalation of complaints** for BESCOM, MESCOM, HESCOM and GESCOM.

SW 1.2 The Service Provider shall provide web based online application software, mobile application software, required hosting servers, integration of software with RAPDRP/IPDS system/ TRM software along with necessary firewalls and routers and all the operating system and the database application, secured internet with necessary bandwidth. The indicative requirement for the Web and Mobile Application development & customization, Database Server, Application Server, Storage, Firewall, Server Security, Layer2 switch, Operating System, DC, DRC, application development, etc., is given **ANNEXURE – VI.** However, it is the responsibility of the successful Bidder to develop and deploy the CGRF process software, necessary hardware of sufficient capacity etc., for successful implementation and maintenance of CGRF process software.

SW 1.3 The Hon'ble KERC vide notification No. : D/02/03 dated 12.5.2004 (Consumer Grievance Redressal Forum and Omdurman), Regulation 2004 issued regulations for formation of CGRF and the Ombudsman and procedure for complaints registering and resolution mechanism in the CGRF and Ombudsman. – Regulation Notification is enclosed as **ANNEXURE X.**

SW 1.4 The Hon'ble KERC vide Notification No : KERC/D/01/07, Bengaluru dated: 30th May 2007 (Consumer Grievance Redressal Forum and Omdurman), (Amendment-1), Regulation 2007 – issued amendments for modifying the

members of CGRF, TA&DA of members etc., – Notification is enclosed as **ANNEXURE XI.**

SW 1.5 The Hon'ble KERC vide Notification No: KERC/D/37/13, Bengaluru Dated: 10.05.2013 (Consumer Grievance Redressal Forum and Omdurman) (Second Amendment) regulations, 2013 – issued amendments for modifying the members of CGRF and time duration for approaching the CGRF – Notification is enclosed as **ANNEXURE XII.**

SW 1.6 Letter No: BESCOM/26/F-2405/2009-10 Dated: 20th June 2013 of General Manager (A&HR), Corporate Office, BESCOM – Formation of CGRF committee in the revenue districts of BESCOM – OM is enclosed as **ANNEXURE XIII.**

SW 1.7 Notification of Electricity (Rights of Consumers) Rules 2020 dated 31.12.2020 issued by MoP - – Notification is enclosed as **ANNEXURE XIV.**

SW 1.8 The Hon'ble KERC vide Notification No: KERC/3/DDD/2022-23/1039, Bengaluru, dated 07.10.2022 Karnataka Electricity Regulatory Commission (Rights of Consumers Relating to Supply of Electricity, Standards of Performance (SoP) and allied matters) Regulations, 2022 – issued Regulations which provides guidelines for arranging supply of electricity to various categories of consumers, specify fee structure for deposits/amounts to be collected, redressal of consumer grievances through a mechanism of Consumer Grievance Redressal Forum (CGRF) & Ombudsman and specify guaranteed Standards of Performance (SoP), ensuring the minimum Standards of service that a Distribution Licensee shall provide to the individual consumer and overall service standards which the licensee shall seek to achieve, in the discharge of its obligations, as a licenseefor modifying the members of CGRF and time duration for approaching the CGRF – Notification is enclosed as **ANNEXURE XV.**

SW 1.9 Formation of CGRF at BESCOM Corporate level as per the Rights of Consumers Rules, 2020 vide letter No: BESCOM/BC-26/F-2405/2024-25/1580-83 dated

21.09.2024 of Chief General Manager, Corporate Affairs, BESCOM- – OM is enclosed as **ANNEXURE XVI.**

SW 2.0 The Hon'ble KERC vide Order No: KERC/17/DDD/1253/2024-25/961 Bengaluru dated 19.11.2024 issued orders for creation of additional CGRFs at Corporate level to form-2 tier CGRF with a view to make it convenient for consumer to get their grievances redressed expeditiously – Order is enclosed as **ANNEXURE XVII.**

SW 2.1 The Hon'ble KERC vide Notification No: KERC/DDD/CGRF/1254/2025-26/ 209 dated 20.05.2025 KERC (Consumer Grievance Redressal Forum and Ombudsman) (Third Amendment) Regulations 2025 – issued amendments to the existing Regulations– Notification is enclosed as **ANNEXURE XVIII**

SW 2.2 The tentative flow chart / process flow of CGRF is attached as **ANNEXURE – XIX**. The process shown in the flow chart is indicative, it may change during execution. The successful Bidder shall develop the software for the complete process of CGRF upto the level of Ombudsman as per the latest KERC notification / orders / directives / amendments issued in connection with Consumer Grievance Redressal Forum and Omdurman), Regulation and as per the latest notification / amendments of Electricity (Rights of Consumers) Rules 2020 dated: 31.12.2020.

SW 2.3 The Bidder shall consider the following charges while submitting their offer for all the ESCOMs of Karnataka except CESC;

i. Application Development, Customisation & Implementation
ii. Application Technical Support for 5 Years period
iii. Server and Other devices
iv. Data Center Hosting for 5 years period
v. Data Recovery Center Hosting for 5 Years period
vi. Creation of Infrastructure at Site
vii. Secuity Audit

viii. Mobile Application for both Android based Operating System and Apple iOS based Operating System Mobile Phones
ix. SMS Gateway and SMS Charges for 5 years period
x. Support Resource for all ESCOMS except CESC for 5 Years period.
xi. Any other activity / component / service / functionality / logic / software which is necessary for the successful implementation of **Consumer Grievance Redressal Forum (CGRF) process digitization and Auto escalation of complaints**

SW 2.4 **District Level CGRF (Tier – 1 or Level – I):**

In BESCOM. MESCOM, HESCOM and GESCOM Jurisdiction respectively there are 8, 4, 7 and 7 revenue districts and each of these ESCOMs have established district level CGRF, in each of these revenue districts CGRF consisting of following combination of members headed by the Superintending Engineer Electrical are constituted as per the Hon'ble KERC notification;

1. Superintending Engineer (Elec.) - Chairperson
2. Executive Engineer Elec., - Member
3. Any Independent member nominated by Hon'ble Commission - Member
   (one member shall be nominated by the Commission from among the persons who have experience or knowledge of electricity sector/consumer affairs/Law)

The Non Official member nominated by the commission shall hold office for a maximum period of THREE years.

The portal shall have the provision to display name, address, contact details etc., of chairman and members of CGRF and also provision to edit the details of CGRF committee as and when there is change in the constitution of CGRF committee.

SW 2.5 **CGRF at Company Level (Tier – 2 or Level – II)**

The BESCOM. MESCOM, HESCOM and GESCOM have established Corporate Level CGRF Consisting of following Members headed by the Chief Engineer Electricity and Corporate Level CGRF have been constituted as per the Electricity (Rights of Consumers)

Rules 2020 dated 31.12.2020 and as per the Hon'ble KERC Order No: KERC/17/DDD/1253/2024-25/961 Bengaluru dated 19.11.2024;

1. Chief General Manager (Corporate Affairs) - Chairperson
2. General Manager (Revenue) - Member
3. Representative of Prosumer - Member
   (one member representing prosumer nominated by the Licensee)
4. Any Independent member nominated by Hon'ble Commission - Member
   (Representative of Consumer)
5. General Manager (Customer Relation) - Convener
   (One member shall be nominated by the Commission from among persons who have experience or knowledge of Electricity sector/ Consumer affairs/Law)

The non-official Member nominated by the Commission and the Member representing prosumers nominated by the licensee shall hold the office for a period of THREE (3) years.

The portal shall have the provision to display name, address, contact details etc., of chairman and members of Corporate Level CGRF and also provision to edit the details of Corporate Level CGRF committee as and when there is change in the constitution of CGRF committee.

SW 2.6 **Nature of complaints dealt in the CGRF**

All category of the complaints as prescribed in the KERC Gazette Notification No: KERC/3/DDD/2022-23/1039, Bengaluru, dated 07.10.2022 Karnataka Electricity Regulatory Commission (Rights of Consumer Relating to Supply of Electricity, Standard of Performance (SoP) and allied matters) Regulations, 2022, are allowed and handled in the CGRF except the following category of complaints, which are excluded in the CGRF. The SoP issued vide notification dated 07.10.2022 is attached as **ANNEXURE – XV.**

- Unauthorized use of Electricity as provided under Section 126 of the Act.

- Offences and Penalties as provided under Section 135 to 139 of the Act.
- Accidents in the Distribution, supply or use of electricity as provided under Section 161 of the Act.

SW 2.7 **Procedure for Lodging of Complaints and Grievance Redressal Mechanism:**

i. In the event of a complaint not being redressed satisfactorily as provided in the Complaints Handling and Redressal Standards Relating to Distribution and Supply of Power issued by the Commission i.e., Standards of Performance (SoP), shall submit his grievance to the Assistant Executive Engineer / Sub-Divisional Officer.

ii. The portal shall have the provision to display name, address, contact details etc., of all the Sub-Division and also provision to edit the details of Sub-Divisional Officers as and when there are changes in the Sub-Divisional Officers.

iii. The Assistant Executive Engineer study the complaint and get the additional information from the field if necessary and summon the complainant and shall address the complaint within 30 days not more than 45 days date receipt of complaint. Issue necessary speaking orders.

iv. If the consumer is not satisfied by the orders passed by the AEE, submit his grievance to the CGRF in **Form A** to the concerned district level CGRF within 3 months from the date of grievance redressal. Provided that the CGRF may condone the delay in filing the complaint. Consumer himself can appear before CGRF or through his authorized representative to present his case.

v. The district level CGRF shall forward copy of complaint to the concerned Sub-Division Officer within 3 working days, so as to get the response on grievance.

vi. The S/D Officer shall furnish Para-wise comments on the grievance within 15 days of the intimation from the district level CGRF.

vii. The Forum shall notify in writing the parties of the date of hearing of the grievance, giving sufficient advance notice

viii. During the hearing, considering the objections raised by the Consumer & the Submission made by the Sub-Divisional Officer, the district level CGRF shall call for further information/ /Evidence/Documents from the Licensee/Complainant and pass the interim order.

ix. The district level CGRF after obtaining additional information, again call for personnel hearing and finally pass the Order/decision and decision of district level CGRF is communicated to Complainant and Sub-Divisional Officer / the licensee to redress the grievance of the complainant and / or to pay such amounts as may be awarded as cost to the consumer. The relief awarded shall be as specified in Schedule I to the KERC (Rights of Consumers Relating to Supply of Electricity, Standards of Performance (SoP) and allied matters) Regulations, 2022 and amendments thereof and shall not exceed the actual demand. The district level CGRF shall resolve the complaint within a maximum period of 60 days from the date of receipt of complaint. The Distribution Licensee shall, comply with the orders of the district level CGRF.

x. If consumer is not satisfied with the orders of district level CGRF, can appeal to Corporate Level CGRF within 30 days from the date of receipt of the order in the prescribed Form-A or else if the grievances of the consumer is not resolved within a period of Sixty (60) days from the date of admission of the complaint at the District level CGRF, the complaint will be auto escalated to the Consumer Grievance Redressal Forum at Corporate level,.

xi. The Corporate Level CGRF shall notify the date of hearing of grievances to the concerned parties i.e., SDO / Complainant etc. The decision of Corporate Level CGRF is communicated to Complainant and District level CGRF / Sub-Divisional Officer / the licensee to redress the grievance of the complainant and / or to pay such amounts as may

be awarded as cost to the consumer. The relief awarded shall be as specified in Schedule I to the KERC (Rights of Consumers Relating to Supply of Electricity, Standards of Performance (SoP) and allied matters) Regulations, 2022 and amendments thereof and shall not exceed the actual demand.

xii. The CGRF at Corporate level shall resolve the grievances within a maximum of 30 days.

xiii. If consumer is not satisfied, consumer can appeal to Ombudsman within 30 days from the date of orders passed by the Corporate Level CGRF.

xiv. Any Complainant, whose complaint is not resolved within 30 days by Corporate Level CGRF or who is aggrieved by the non-redressal of his grievances by the forum may himself or through his representative make a representation to the Ombudsman exercising jurisdiction over the licensee within Thirty (30) days from the date of the receipt of the orders passed by the Corporate Level CGRF. Provided that the Ombudsman may entertain a representation after the expiry of the said period of Thirty (30) days if he is satisfied that there was sufficient cause for not filing it within the said period. The complaint shall be in writing duly signed by the complainant in a form specified in **Form B** of the Regulation.

xv. The Ombudsman shall complete the enquiry as expeditiously as possible and every endeavor shall be made to pass appropriate order on the representation within a period of TWO (2) months from the date of receipt of the representation by the Ombudsman. Provided that in the event of the representation being disposed of after the completion of the said period of two (2) months, the Ombudsman shall record, in writing, the reasons for the same.

xvi. Every order made by the Ombudsman shall be a speaking order. A copy of the order shall be sent to the Complainant and the Licensee. The Distribution Licensee shall, comply with the orders of the Ombudsman.

xvii. The record of Complainant grievances reported to Sub-Division and the results thereof shall be maintained.

xviii. The record of Complainant grievances reported to the district level CGRF / Corporate level CGRF and the results thereof shall be maintained.

xix. The district level CGRF / Corporate level CGRF shall furnish a quarterly report on the number of complaints received, redressed and pending, to the Licensee within one month of the end of the quarter.

xx. The copy of the quarterly report shall be forwarded to the Ombudsman and the Commission.

xxi. The above procedure for Lodging of Complaints and Grievance Redressal Mechanism is only the indicative requirement, however it is the responsibility of the successful Bidder to develop the software for Web Portal and Mobile application for the complete scope as per the prevailing notifications / orders / amendments of Hon'ble KERC / State Government / Central Government for successful implementation of CGRF process software.

SW 2.8 The tentative flow chart indicating Portal Operational Procedure of CGRF Level-I And CGRF Level-II is attached as **ANNEXURE – XX.**

SW 2.9 Supply and maintenance of Tested and secured web based online application Software developed for the above procedure of lodging of complaints and grievance redressal Mechanism i.e., CGRF process software shall also consisting following Modules to be deployed as per BESCOM requirement including customization and bug fixing during the contract period.

Sl. No.	MODULE	Features and objectives
1	**Mobile App**	Mobile app for CGRF process software and all the Modules for easy operations in the field and office..

2	**Management Information System (MIS)**	The specification covers maintenance and generation of various management information reports required for top management, middle level management and respective unit offices. These are generally based on the data generated under different other packages covered in this section. The MIS Module should include ➢ Information capturing ➢ Information processing ➢ Information management ➢ Information based decision-making & reporting.
3	**Web Self Service**	The goal is to provide a high quality experience for the consumers and business associates that will provide them a user friendly portal that will make it easy for them to communicate with BESCOM/ESCOMs though the web instead of direct phone calls or visits. This portal will also act as a source of information for the consumers regarding policies and procedures. This in turn will improve customer satisfaction and reduce work load on the employees.
4	**Identity and Access Management System**	Identity management for user provisioning should have out of the box workflow for automating approvals for user access management, self- registration and self-care functionality for reducing the administrative load and manual intervention
5	**System Security Requirement**	The system must be capable of generating log trails, which contain details about any read / write access to sensitive data. Details must relate activity to an identifiable person. They must be configurable, so that filters and switches can be used to lower performance overheads and focus on areas of concern. It is important that the audit trail that is generated contain enough information to support after-the-fact investigation of loss or impropriety.
	Consumer	For better serving the consumers for

6	**Information and service system**	information of service requests, complaints etc.,

SW 3.0 TECHNICAL SPECIFICATIONS of the above mentioned CGRF process software and modules are as here under :

a. SYSTEM DESIGN AND ENGINEERING

The Bidder shall be responsible for detailed design and engineering of overall system, sub-systems, elements, system facilities, equipment, services, including systems application software etc., which shall be based on web design as well as Mobile Application design. All the CGRF process software / modules shall be designed to operate in a seamless integrated manner. It shall include proper definition and execution of all interfaces/ integration with existing/ legacy/ future systems, equipment, material and services of BESCOM/ESCOMs for proper and correct design, performance and operation of the project.

Bidder shall provide complete engineering data, drawings, reports, manuals and services offered etc., for BESCOM's/ESCOMs's review, approval and records.

b. SUPPLY OF EQUIPMENT AND MATERIAL

The Bidder shall also be responsible for inspection at manufacturer's works, supply, transportation, insurance, delivery at site, unloading, storage, complete supervision, installation and successful commissioning of all the equipment, systems and application software as envisaged in this tender.

Any item though not specifically mentioned, but is required to complete the project works in all respects for its safe, reliable, efficient and trouble free operation shall also be taken to be included, and the same shall be supplied and installed by the Bidder without any extra cost.

c. SPECIAL TOOLS AND ACCESSORIES

The bidder will be responsible for maintaining special tools, testing equipment's and accessories required

during development stage, for day to day operation and maintenance of the system at his own cost.

d. INSTALLATION & IMPLEMENTATION

i. The bidder shall be responsible for installation of all identified hardware/ software, equipment etc. at site.
ii. The successful bidder shall be responsible for installation and configuration of software, hardware and other equipment's supplied to the satisfaction of the owner.
iii. Post Go-Live, the software vendor shall provide support to fix any bug related to implementation. The entire system would be considered as successfully installed when the software will run with actual live data at site for 1 month without any bugs (Bug is lacunae in the system that prevents/ delays an operation or performs a function within the system at suboptimal level/ at performance level lesser than that specified in this specification or provides incorrect operational data or provides incorrect results in any data format in the system) reported by the users.
iv. Demonstration of all the features of latest version of software;
v. Acceptance testing of the system thus implemented to the owner's satisfaction.

e. TESTING AND VERSION CONTROL:

i. Create a test environment at Corporate office by installing executable application software, database and other related software for testing the various functionalities of the software such as complaints registration and resolution at Sub-Division level, district level CGRF, Corporate level CGRF, Mobile Apps., MIS, Web Self Service, Identity Access Management, System Security, Consumer Information Service System etc.,
ii. Integration of CGRF process software with various external / internal IT systems of BESCOM.
iii. Maintain the history of all previous versions of the software

iv. Any new version of the software shall be deployed only after testing and certification from, corporate office, BESCOM/ESCOMs.

f. TESTING AND ACCEPTANCE PROCEDURES:

i. A 6-member team comprising of one BESCOM representative, one MESCOM representative, one HESCOM representative, one GESCOM representative, one vendor representative and one neutral member will evaluate compliance of the system to the UAT acceptance criteria specified below and take a decision on pilot clearance and final clearance.

ii. Create a test environment at Corporate office by installing executable application software, database and other related software for testing the various functionalities of CGRF process and auto escalation of complaints such as complaint resolution mechanism at Sub-Division, District Level CGRF, Corporate Level CGRF, Reports generation, etc.

g. PILOT OPERATIONS:

BESCOM will verify the following for pilot clearance:

(A) Compliance of the implementation to "Basic" requirements specified in the tender i.e., Compliance of the implementation to "all functionalities and integration with external / internal IT systems " requirements as specified in the tender.

(B) Demonstration of complete process of CGRF process starting from registration of complaint at Sub-Division level up to the level of Ombudsman as per the Notification / orders of Hon'ble KERC.

(C) Illustration of complaint resolution mechanism at Sub-Division, District Level CGRF, Corporate Level CGRF, Reports generation, etc.,

(D) The piloting shall be completed within the period of Two months from the date of sharing the integration process by the IT Implementation Agency of RAPDRP/IPDS/Non-RAPDRP software under NDA (Non-disclosure agreement) or LOI whichever is later. The Piloting comprises the UAT and the execution. Based on the above results, DWA will be issued to implement the services.

(E) Demonstration of performance desired for the entire system including future size for next 8 years and Operational Guarantees

(F) Pilot operation shall be carried out at bidder's own cost.

h. FINAL CLEARANCE FOR ISSUING DWA:

BESCOM will verify the following for final clearance:

(A) Successful completion of pilot and POC mentioned in the **(g).**

(B) Security audit of the system by a 3rd party agency engaged by BESCOM/ESCOMs at the discretion of BESCOM/ESCOMs.

(C) Compliance of terms and conditions of tender/LOI.

i. TESTING AND ACCEPTANCE PROCEDURES

Testing and quality assurance in software development is more rigorous since each component has to be more reliable, if it is to be reused. A system is tested at various stages of development and deployment. For example, each component is tested as a unit for checking the correctness of its own code. Further, the component is tested with its dependent components. After final release of the entire set of components, system is tested for the correctness of system functionality. Finally the components are further tested in simulated production load for performance and load analysis.

The bidder shall be responsible for the testing processes such as **planning** (includes preparing test plans and defining roles and their responsibilities), **preparation** (consists of preparing test specification, test environment and test data) and **execution** (includes testing at various levels like unit level, integration level, system level and production).

Test Plan

Test plans are prepared for each phase of testing. The initial test plan is created during the Project Planning phase. The initial test plan describes who performs which type of testing and when. Ideally master test plan covers all types of test i.e. from unit testing to production testing. The bidder is expected to submit the test plans to the BESCOM for approval. Any changes made to the test plan during the project life cycle should be communicated to the BESCOM for approval.

Test plans contains following items: Roles and responsibilities of test team

- Approach to testing
- Function testing
- Security testing
- User Interface and reports testing
- Concurrency testing
- Performance and Load testing
- Test Scenarios along with entry and exit criteria
- Test specifications
- Suspension and resumption criteria

Test scenarios

The bidder should prepare test scenario for each business scenario. A test scenario when executed should fulfill a business requirement as per the scope of business functionality. Test scenarios include following:

a) Test Specification - During the test specification phase, the test cases are specified. It consists of description of the input, process to be executed and

a prediction of output results.

b) Test Environment - Component developer does unit testing and integration testing. Integration testing can be delegated to a specialized testing group. Each of the members in the testing group is provided with testing environment according to his/her role and responsibilities. Following is sample testing environment for testing:
    i. A work station
    ii. A set of tools and applications required on work station like access to user interface, browser etc.
    iii. Access to centralized document database (where all the project related documents are maintained)
    iv. Access to testing tools and defect logging tools
    v. Access to the central database or repository for development and unit testing (this database contains sample test data)
    vi. Access to deployed components

c) Test Data - Test data is prepared for testing at each stage. The test data should be prepared in such a way that it covers basic path and every alternate path of the code. The basic path and alternate paths are prioritized to capture relevant data. Tools can also be used to generate test data.

Test Execution

The following testing steps are usually employed in the project lifecycle. The bidder is expected to follow these steps.

a) Unit Testing - In unit testing, each piece of code has to be rigorously tested. At this stage testing is done according to the priority of path of code. All the test results are logged in the defect logging tools. After every the completion of testing, code is corrected for defect logs. This process is iterative till criteria for successful testing is reached.

b) Integration Testing - Upon completion of unit testing, integration testing begins. The purpose is to ensure distinct components of the application still work in accordance to customer requirements. Test sets will be developed with the express purpose of exercising the interfaces between the components. This activity is to be carried out by the Test Team. Integration test will be termed complete when actual results and expected results are either in line or differences are explainable/acceptable based on client input.
c) Incremental Integration Testing - Continuous testing of an application as new functionality is added.
d) System Testing - System testing is performed when all the components are delivered to central repository prior to the release of the software. The testing is done on priority basis of business processes. All the defects are logged and assigned to respective component owners. The component and unit testing is performed after the correction of code. However, it may depend on size and type of individual test specifications. Impact analysis is useful to narrow done testing efforts by identifying critical test cases affected due to code change.
e) Pre-Production Testing – Pre-Production testing is done simulating the production load. Test data is either prepared or generated from the tools. This testing is used to evaluate performance, load capacity and concurrency. Load testing tools can also be used for this purpose. Following special type of testing are done during Pre-production Testing Phase:
f) Regression Testing - The objective of regression testing is to ensure software remains intact. A baseline set of data and scripts will be maintained and executed to verify changes introduced during the release have not “undone” any previous code. Expected results from the baseline are compared to results of the software being regression tested. All discrepancies will be highlighted and accounted for, before testing proceeds to the next level.
g) Performance Testing - Although performance

testing is described as a part of system testing, it can be regarded as a distinct level of testing. Performance testing will verify the load, volume, and response times as defined by requirements.

h) Load Testing - Testing an application under heavy loads, such as the testing of a website under a range of loads to determine at what point the systems response time degrades or fails.

i) Installation Testing - Testing full, partial, or upgrade install/uninstall processes. The installation test for a release will be conducted with the objective of demonstrating production readiness. This test is conducted after the application has been migrated to the client's site. It will encompass the inventory of configuration items (performed by the application's System Administration) and evaluation of data readiness, as well as dynamic tests focused on basic system functionality. When necessary, a sanity test will be performed following the installation testing.

j) Security/Penetration Testing - Testing how well the system protects against unauthorized internal or external access, will ful damage, etc. This type of testing may require sophisticated testing techniques.

k) Recovery/Error Testing - Testing how well a system recovers from crashes, hardware failures, or other catastrophic problems.

l) Acceptance Testing – During the test scenarios definition, for each of the business scenario, an acceptance criterion is defined. Acceptance criteria include expected behaviour of the s/w component and the expected results (data). Expected results form a part of the Exit Criteria. In addition to expected result and behaviours, some conditions are also specified in the exit criteria. They can be:

Number of bugs to be discovered for a functional module. This depends on size of the functionality and is an indicator of amount of testing done.

All High, medium or low-priority errors from System Test must be fixed and tested.

Acceptance Criteria: The bidder needs to get the acceptance criteria approved from the BESCOM for all the functional components of the system. The Acceptance Criteria for each release into production environment will be agreed upon by the bidder in consultation with the BESCOM prior to release from Testing to production environment. After installation, if any bug is reported or there is non-compliance to requirements then a proper procedure should be followed. End-user should report ("Change Request") to his/her supervisor about the bug that will in turn get forwarded to Project Manager (PM). PM will forward the List of change request to the successful bidder. After the bug is fixed, it should be reflected in the production copy after testing it.

m) **Performance Testing -** The bidder has to test and demonstrate the operational performance requirement after completion of entire scope. This will be part of acceptance testing. The system will be taken over by owner only after successful operational performance testing. The bidder has to arrange necessary hardware / software to demonstrate the performance testing.

j. TESTING, COMMISSIONING & SUCCESSFUL OPERATION

The scope includes testing and commissioning & implementation of all application software modules, Mobile Apps., equipment's, systems and sub-systems of the project and putting them into successful technical & commercial operation. The scope shall include but not limited to the requirements given elsewhere in the specification.

The bidder shall be responsible to provide all necessary testing and commissioning personnel, tools/ kits, test equipment etc.

k. WORK PLAN:

Key activities in implementation of the project are listed below:

1 Issue of Letter of Intent (LoI) = T
2 All the functionalities and integration with external / internal IT systems specified in this tender to be implemented in T+2 months
3 Pilot acceptance of the system will be performed as per conditions specified in SW **3.0 (g)**. Detailed Work Order will be issued subsequent to the pilot Acceptance.
4 Detailed functionality and the entire scope specified in this tender to be implemented in T+2 months
5 Phased roll out of the service to all Sub-Divisions, district level CGRF and Corporate level CGRF in BESCOM, MESCOM, HESCOM and GESCOM.
6 User Acceptance Testing as per conditions specified in SW **3.0 (g), (i)** and testing, commissioning and successful operation as per conditions specified in SW **3.0 (j)**.
7 Maintenance of the system for 5 years subsequent to User Acceptance and go live after testing, commissioning and successful operation

l. TROUBLESHOOTING :

Whenever problem arises in day to day operation, the SP should troubleshoot the same within 3 hour of the notification of the issue by BESCOM / ESCOMs. The levels of issues are as categorized below:

Sl. No.	Issue Name	Time
Category A	Application level bug fixing and troubleshooting / Database related problems	Within 3 hours
Category B	Procedural level changes / enhancement	7 Days
Category C	Architectural level changes	15 Days
Category	Repair/replacement of all kinds	Same day

D	of Hardware	

a**) Category A. Issues:**

Critical issues impacting the routine operation of the software application would be classified as Category A. Some of the common examples of Category A are:

- Issues related to application not working.
- Issues related to application crashing and hanging.
- Issues related to application not responding.
- Issues related to data inconsistency.
- Issues related to data security.
- Failure of application server.
- Failure of database server.
- Wrong data is displayed in user interfaces.
- Frequent start of application on server side.
- Issues related to data inconsistency and wrong data in reports.
- Reports that govern data collection and consolidation.
- Issues related to application security.
- Issue relating to Connectivity
- Interface is not working for several users.
- Authorization failure of users

b) **Category B Issues:**

Procedural issues and enhancements affecting working of the application would be classified as category B. Some of the common examples of Category B are:

- Changes to existing reports / New Reports.
- New interface
- New Authentication.
- Printout not coming properly for certain report formats.
- Application performance issues.
- Application Software / Module not working as per the specified requirement of BESCOM.
- New Application patches
- Changes to existing business process flows without architectural changes

c) **Category C Issues:**

Architectural issues would be classified as Category C.

Some of the common examples of architectural issues are:

- Issues related to look and feel.
- Issues related to grammatical mistakes in user interface.
- Changes to existing business process flows involving architectural changes.
- New Functional requirements

d) Category D Issues:

- Example: Non/mal-functioning of hardware
- Technical support having complete knowledge on both hardware and application (for software, hardware and allied works)

m. INTEGRATION SCOPE

All required external systems like SMS Gateways, email Gateways, etc. shall be integrated on a continuous basis using an integration middleware layer. The scope of integration of external systems includes IT systems already existing and functional internal to the BESCOM/ESCOMs and any other / new IT initiative taken by BESCOM/ESCOMs. The integration is expected to be on-line real time or batch where appropriate and shall operate in an automated fashion without manual intervention. Data to be integrated must be validated by the developed interfaces. The data to be integrated will be mapped, transformed (if required) and reconciled automatically. All interfaces are to be self-checking so that any exceptions or data validation errors are reported by the system. In addition, integration logs should be maintained that confirm the success or otherwise of the interface, complete with control totals. All the application software and modules must be integrated to each other and must be available on both the Web based system as well as Android OS based Mobile App system.

The system should be capable of integrating with the following applications / features and also capable to integrate with any other existing or new future applications / features as and when required by BESCOM/ESCOMs and Service Provider shall develop and integrate such applications / features without any additional cost implication to BESCOM.

a) 1912 24x7 Helpline
b) BESCOM Mitra Mobile App,
c) Mobile App of MESCOM, HESCOM and GESCOM
d) Integration with Third Party Payment Agencies
e) E-sign & Digilocker
f) Provision to enter Gender, Caste Details, Aadhar capture, Ration card capture, Phone & Email ID Capture,

n. Modification / Upgradation / New Creation:

The SP shall provide the following services at free of cost;

i. Modify application software whenever there is a change in business process, directives from KERC/CERC, GOK, GOI and any statutory requirement.

ii. Modify software components as and when required.

iii. Up-grade software/ Metadata when there is a change in CGRF process etc.

iv. If any new technology comes up or a new functionality/logic needs to be implemented or a modification to the existing functionality / logic needs to be effected and BESCOM wants to implement such changes, then the SP should be able to deploy it at no extra cost

SW 3.1 System functionalities

Sl.	Feature	Functionality

No.		
1	Modular Design	Applications, systems and infrastructure are to be characterized as service-oriented, component-based & reusable. The system will be modular in design, operations and implementation.
2	System Architecture	The supplier is to balance the adoption of standards used by market leading vendors and products, and adherence to industry standards and open architectures. Systems are to be acquired, developed, or enhanced in such a way that business processes; application and infrastructure services and data can be shared and integrated across the BESCOM and with potential business partners.
3	Application Architecture	Application architectures must be highly granular and loosely coupled. This is focused on loosely coupling systems compliant to Service Oriented Architecture to facilitate application recovery. This is to ensure that the failure of one component does not cascade to others. A tier can also be scaled to run separate applications to optimize performance.
4	Web based as well as Mobile Android OS design	All the application designed for this purpose shall be web based as well as Android based Smart Devices (SBD) and the Purchaser shall be able to access at Workstations and Mobile Devices through the latest available version of the web browser such as Internet Explorer, Fire Fox etc. at workstation as well as android platform. Any add-on required must be integrated with latest version released by the developer at the time of Bid opening
5	Business Process Requirement	Application requirements will be based on BESCOM business processes and the functional requirements that derive from them. The application system should empower the Business Users in defining the business processes by process modelling.
6	Data base Server	The applications must be capable of running in a clustered environment as high availability configuration of database server that can run multiple workloads.
7	Basic system Architectu re and	The applications system should be built using open industry standards of Web & Android services and should have the unified access

	Unified Access framework	framework compliant to latest specifications for people, process and information by integrating the backend applications with single sign-on feature, role based, request based and hybrid user type access, searching and collaborative environment.
8	Directory Service	Common enterprise wide directory services shall be leveraged by all access systems and services used by all the enterprise users and adhere to commonly accepted standards.
9	Message based interface	As per the requirement, Interfaces between separate systems (both internal and external systems) will be messaged based compliant to latest standards.
10	Application Integration	Integration technologies must be industry proven standards. They must be scalable in capacity and provide for extensive functionality.
11	Data Storage	Primary Data shall be stored at data Centre/servers provided by the service provider as part of the contract, however Service Provider shall also facilitate to store a secondary copy of the data at BESCOM data centre if required. Necessary servers/storage equipment will be provided by BESCOM at its data centre for secondary/backup purpose only.
12	Data access	The applications will access data through business rules i.e. the applications must not access data directly without going through APIs managed by business rules/ validation / workflow. Data should be collected once and used many times.
13	Central data Storage	Data shall be stored at central data center.
14	Network environment	The application should be capable in running in a hybrid network Connectivity environment i.e. Dialup, PSTN, GPRS, Wireless, Leased Line, Web & WAN environment etc. including MPLS/VPN / SD-WAN based secured tunnel.
15	Application scalability	The application portfolio and the IT infrastructure are to be vertically and horizontally scalable in size, on demand with virtualization capacity, and functionality to meet changing business and technical requirements,

		thereby enabling BESCOM to be adaptable to change.
16	Application manageability	Applications need to be designed for manageability using Enterprise Management System. This needs to encompass: scheduling, backup and recovery, application, database and network infrastructure monitoring, tuning and remote diagnostic management.
17	Network Open	The network will use standard, open, vendor neutral communication protocols. Considering the scale of implementation envisaged, the system will provide for various networking options between different entities. Such options would include Leased Lines, VSAT Links, Telephone Modems, through Internet , VPN, SD- WAN, GPRS etc.
18	Central Administration	It will be possible to set various options and logic of the system (for example -Calculation Logic of payable amount by consumer) centrally. This will ease the system administration work.
19	Data Ownership	Irrespective of the Operation/ Outsourcing option adopted for operation of the system, the ownership/ physical possession of the data will always remain with the BESCOM. The application should provide the flexibility of system disintegration/aggregation of information and application in case of outsourcing, acquisition, and merger of Discoms.
20	Login wise rights, groups	The system will be able to grant specific access rights to each login or group of logins, as per the business requirement and policy of the DISCOMs with unique identify across the enterprise system. System shall also permit temporary transfer of access rights within his group to officers for employees reporting to him.
21	Data Backup	System will be required to maintain daily backups of the database on Reliable backup media.
22	Data Archiving	The System will maintain only five years of operations data online. Operations data more than five years old would be archived and the archives maintained at the various locations.
23	Interface with	As per the requirement, system will exist in conjunction with Several other systems. It would

	other system	therefore be required to interface with other systems for seamless flow of business information.
24	Embedded control	To make the operations more efficient, the system will have the facility of incorporating embedded controls, which would force the organization to carry required tasks in the time frame specified.
25	Report Generation tools	The system will provide a report generating tool, which can be used to generate customized reports at any level. The reports generated should be stored in various user configurable “bins”. The access to bins should be configurable by having security roles in the system.
26	Mail interface	The system will have the capability to interface with the mailing system to deliver the Alerts and Service Orders. The system should also be capable of interfacing with other applications.
27	Prioritizing workflow	The system will have in built priorities defined, which will be used to process the prioritized tasks first in case of system constraints (e.g. network unavailability, time constraints etc.).
28	Performance monitoring of system	The system should have provision for network, application, and database monitoring for performance management, tuning, remote control configuration management features with facility for SLA report generation.
29	MIS Reports	The system should allow for a graphical interface to view the summary data in MIS reports. This would include trend graphs, graphs indicating how much of the target has been met etc.
30	Multiple OS support/ Interoperability.	Client End : The solution should be able to support a variety of client end Operating systems like Windows, Linux with x-windows or MAC OS, Android OS, iOS. Server End: The solution should be built on open standards and interoperable platform and shall be able to interoperate with multiple operating systems.
31	Multiple database support	The solution should be able to interoperate with multiple industry standard RDBMS platforms.
32	Dynamic	The system should have provision to define and

	Workflow Engine	configure workflow for various business process by the administrator to meet the workflow requirements of the BESCOM.

SW 3.2 To comply any modifications to existing functionality or implementation of new functionality as per the business requirement, Modifications / Orders, directives from KERC, State and Central Governments during the performance of the contract at free of cost within the timeline stipulated by the Company.

SW 3.3 System designed for digitalisation of CGRF process is able to handle the manual applications received at Sub-Division, district level CGRF and Corporate Level CGRF. Whenever manual applications are received, these applications shall be registered in the CGRF process software by the respective office including uploading the complaint and other connected documents.

SW 3.4 Special Features of the Software:

i. Multi-Language Support – All reports shall be available in both Kannada and English.
ii. SMS Notifications/alerts / messages- Integration with SMS gateway to send alert / notification messages to Consumers. The Charges for SMS Gateway and SMS charges are to be borne by the Successful Bidder.
iii. Whatsapp and E-Mail Notifications/alerts / messages- Integration with Whatsapp Gateway and EMAIL gateway of BESCOM/ESCOMs and alert messages / notifications are to send to the BESCOM / ESCOMs officials and consumers.
iv. Security and Authentication – OTP / Password based authentication shall be provided for all users.
v. The database should be maintained with high security and absolute integrity with access and changes permitted strictly as per BESCOM/ESCOMs Policy based on fingerprint / password / OTP -based authentication

SW 3.5 Consumer Information & Service System:

The following indicative requirements with regards to implementation of web portal/ mobile applications to facilitate real time customer services:

1. The Home page shall provide a brief description about the site, the various functionalities it provides and promotional features or any kind of advertisement for special programs can be placed in this page. Login Component is provided and registered users may login using their username and password. New Users can also register by clicking on the First Time Users Register link. The Forgot Password link helps the user to retrieve their password.
2. The Log In page shall ask the registered users for their username and password while the new members can also register through this page.
3. The user is asked for personal, security and account information in this page before registering.
4. The user is asked for his first name, last name, zip code, Date of Birth and his primary email address before being provided with the security question.
5. The new password is sent to the user by email / SMS to his primary email address or registered mobile number as recorded in his profile, on answering the question correctly.
6. Once the user has logged in, he can change his credentials i.e., Username and Password by clicking on the Change Credentials link
7. There should be a “My Accounts” page, which is the landing page for the users with multiple accounts. The screen contains a brief summary of all the accounts such as the account name, address, nature of complaint, date of resolution, date scheduled for hearing, complaint status etc.,
8. There should be a “Single Account” page, which will be the landing page for the customers. The screen contains a description of the account. Any status messages

pertaining to the account involving immediate user action is also presented here.

9. There should be a “Complaint History Page” that provides an account of the usage for the last 24 months. A more detailed analysis is provided in a tabular format listing the date of complaint, date of resolution, number of days, etc.
10. Under the “Complaint” page, user can log his complaint using a drop-down menu and also enter some text. A “Complaint Status” page shall provide the user a read only screen to view the complaint status.
11. Update Profile screen enables the user to update his/her profile information. The user can edit the personal information and click on Update Changes button to save those changes.

SW 3.6 Performance desired for the entire system in the Non-RAPDRP area & future size for next 8 years/Operational Guarantees:

1) Operational guarantees should be given by the Service Provider, and written in the service /support contract / agreement with Service Provider. These include guarantee uptime standards and minimum downtime expected.
2) System response times are dependent upon the hardware and network infrastructure deployed. The Service Provider is to quote for appropriate systems not limited to the tentative specification given with the bid.
3) The Service Provider has to select the suitable hardware so that it meets the performance criteria specified. In case the offered hardware does not satisfy performance criteria as specified below, the vendor has to provide additional equipment’s or upgrade the equipment’s without any additional cost implication to BESCOM
4) The Service Provider has to offer specific response times as well as specific availability and reliability from its business process automation platform to meet the desired performance level as listed below:

a) Screen Operations Response Times:
Screen operations response times (end to end) are required of between 1-2 seconds. Screen operation response is defined as the time it takes for all characters to appear on the end user screen from a screen request and for user to get control over the screen.

b) Process Operations Response Times
Process operations response times (end to end) are required:

- 90% of Online update transactions of 1 - 2 seconds to commit transactions with sub second screen response times.
- 90% of Online simple query of 2 seconds.
- 90% of online complex query 3 to 5 seconds.
- Batch/Bulk operation such as customer complaint history, daily, weekly, fortnightly, monthly, quarterly, half yearly, annually, multi yearly MIS reports, should not be taken more than a minute.
- Response time for processing operations defined as the time it takes for the process to complete from the time it has been requested to run. Peak load currently is between 10 am to 1.30 PM and 2.15 pm to 5.30 pm, mostly with on-line transactions with concurrent users across the project area

5) While sizing Data centre and DR centre and all its associated components total consumer base /business area of towns of BESCOM, MESCOM, HESCOM and GESCOM and future growth for the next 8 years needs to be considered by Service Provider. While sizing the hardware and software the annual customer growth rate of 6% need to be considered. The growth rate of users also needs to be considered as 5% per annum while sizing the system. All other parameters contributing to performance of the system shall be considered @5% annual growth.

6) Considering the annual percentage growth and the base figure of Sub-Divisions, Accounting Sections,

district level CGRFs, corporate level CGRFs existing in BESCOM, MESCOM, HESCOM and GESCOM, the system designed at both DC and DRC shall meet the specified screen operations response time and the process operations response time.

SW 3.7 Following technical areas should be addressed by the Service Provider:

System Security

i. System should be secured through firewall and VPN Connectivity

ii. Transfer of data should be with 256 bit encryption method

iii. Any cryptographic techniques or encryption methods is to be used to safeguard information of data while transferring from client system to Central server or Central server to the Client device.

iv. All transactions should pass through a Workflow defined through Roles and permissions set by the administrator of the system. All workflow approvals should be through Biometric / OTP / Password authentication. System should log each transaction with biometric / OTP / Password data attached to it. Further this information should be available for auditing

v. The system should be able to track the date and time of each access/read and write events. The time should be synchronized with the real time clock.

vi. System and application use, and attempted use has to be captured to ensure that the integrity and security of the data is maintained.

vii. The system must be capable of capturing log trails, which should contain details about any read/write access to data. Each access must relate to the specific user and details of IP address and Machine ID's with timestamp

- Authentication and Secure Access to solution
- Configurable Function Access Control

- Configurable Data Access Control

viii. Reporting Services
ix. Printing Services
x. Web-based secure access over the internet
xi. Support Workflow for various requests, review and approval required within various business processes
xii. Web based System Administration of entire application
xiii. Audit

SW 4.0 The system shall be subjected to an exhaustive internal security audit. BESCOM/ESCOMs reserves the right to engage a 3rd party auditor to evaluate system security. Any recommendations by the security audit agency shall be implemented within 30 days of the recommendation date.

During the contract period, the Service Provider shall be responsible for the following and the Cyber Security Guidelines is detailed in the **Annexure - VII**,

1) Ensuring that all software upon delivery is free of viruses, trapdoors, and other software contaminants, is purged of all sample scripts and sample code, and all default accounts and passwords removed or disabled. Ensuring complete compliance to Cyber Security rules and norms devised by the country and defined by the Employer by undergoing any additional necessary audits, testing and verification by standard bureaus as indicated by the Employer
2) Before Go-live, compliance report for **OWASP Top 10 Vulnerabilities in 2022** from Cert-In empanelled Cyber Security Auditor shall be submitted to BESCOM.
3) The contractor shall be responsible to provide architecture details, access permission, hardware, bandwidth and apk/firmware/OS files required to the Cert-In empanelled cyber security auditor identified

by BESCOM/ESCOMs to carry out bi-annual cyber security audit of the IT/OT/IoT system at no additional cost to BESCOM.

4) Vulnerabilities identified in the delivered IT/OT/IoT system during bi-annual cyber security audit carried out by BESCOM shall be mandatorily fixed and compliance report submitted to BESCOM within the timelines defined by BESCOM at no additional cost to BESCOM.
5) Any additional work required to adhere to the guidelines / mandates issued by GOK / GOI shall be carried out by the contractor at no additional cost to BESCOM.
6) Any additional work required to give compliance to or fix the cyber security alerts issued by Cyber Swachata Kendra / Indicator's of Compromise Advisories provided by NCIIPC on daily basis / CEA/ GOK / GOI shall be strictly adhered / complied to by the contractor at no additional cost to BESCOM.

SW 4.1 The details of clause SW 4.0 and the Cyber Security Guidelines detailed in the Annexure VII must scrupulously complied for all the hardware and software supplied in this project.

SW 5.0 Scheduled maintenance shall be held in non-working hours and BESCOM / ESCOMs staff should be informed of such maintenance well in advance.

SW 6.0 Data Centre (DC) & Disaster Recovery Centre (DRC):

SW 6.1 The required servers shall be hosted in a MEITY empanelled secured cloud Data Centre (DC) and cloud Disaster Recovery Centre (DRC) at two different seismic zones. SP shall arrange for the inspection of servers hosted in the DC and DRC to the BESCOM/ESCOMs officials. The Data Centre and Disaster Recovery Centre should be hosted in cloud Technology in the client's name of BESCOM. All the necessary charges for hosting

the DC & DRC should be borne by the service provider and handover the database server to BESCOM/ESCOMs at the end of the expiry of the contract period without any additional Cost. Access to DC and DRC shall be provided to BESCOM/ESCOMs designated personnel

SW 6.2 The Service Provider should have the following with regard to Data Backup / replication facility at Data Centre where CGRF process application is hosted

- ✓ The Data Centre (DC) will have robust Data Backup & Restoration Management facilities.
- ✓ It will facilitate comprehensive online real-time Backup of CGRF process application, database & all the data related to CGRF process.
- ✓ It will have capability for remote or offsite replication of CGRF process application including comprehensive backup & restoration.
- ✓ It should be of the latest generation & have a clear roadmap in terms of future scalability & upgrades.
- ✓ The Service Provider should clearly specify & furnish the functional diagram, technical details of servers, software's, licenses(if any), hardware items, accessories, gateway devices, security devices, backup devices etc., & complete requirements for smooth working of web based and Mobile application CGRF process services in BESCOM/ESCOMs utilizing DC & DRC and handover (except cloud DC & DRC) these to BESCOM/ESCOMs or BESCOM/ESCOMs appointed new agency without any additional cost to BESCOM/ESCOMs.

SW 6.3 The Data Centre (DC) will have robust Data Backup & Restoration Management facilities. It will facilitate comprehensive online real-time Backup of CGRF process application / Modules, database & all the data related to CGRF process.

SW 7.0 The data shall not be shared to any other source/agency without BESCOM/ESCOMs consent. else, legal action will be initiated. Data shall be stored only for a limited period as defined by the Utility. DC reports to be shared.

SW 8.0 **Non Disclosure Agreement:**

i. The Successful Bidder shall execute a Non – Disclosure Agreement (NDA) with BESCOM/ESCOMs in the prescribed format to protect the confidentiality / privacy of the data.

ii. The Successful Bidder shall not disclose / redistribute / resale any confidential information received from BESCOM/ESCOMs to any third parties.

iii. The Successful Bidder shall immediately return all the confidential information provided by BESCOM/ESCOMs (hereunder all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture based on) in whatever form of storage or retrieval upon the completion or termination of the contract.

iv. The Successful Bidder shall not publish any article or whatsoever in any form on the data or work carried out without prior consent from BESCOM/ESCOMs.

SW 9.0 **Licenses:** All the license required for the project is the responsibility of the successful Bidder. However, all the secured licenses are to be transferred to BESCOM at the end of the contract period or on termination of the contract.

SW 10.0 Training:

The Service Provider shall give necessary training to Utility staff before implementation and also subsequently as per the requirement of BESCOM / ESCOMs or as and when a new functionality or changes to the existing functionalities are implemented. The

successful Bidder shall provide user operating manuals / video walk though for easy of operating the CGRF process software.

SW 11.0 KNOWLEDGE TRANSFER:

The SP should ensure that complete data is smoothly transferred to the new Service Provider / BESCOM/ESCOMs at the end of the contract period or as and when the same is required by BESCOM/ESCOMs without hiding any parameters. Necessary Technical support / training on maintenance should be ensured by SP in such an event for smooth functioning of the application software at the new Service Provider / BESCOM/ESCOMs without any additional cost to BESCOM/ESCOMs up to the satisfaction of BESCOM/ESCOMs.

At the end of the Contract period, the SP shall ensure the following without any additional cost to BESCOM/ESCOMs.

1. The SP shall provide Knowledge transfer project plan scheduled for a minimum period of one or more months.
2. The IT team of SP should be in a position to showcase the build and deploying part of the source code.
3. All the issues that were internally addressed by the SP should be handed over to new Service Provider / BESCOM / ESCOMs staff.
4. The SP should provide work instructions for setting master data.
5. The SP should provide server detail document (DC and DRC)
6. The SP should provide Network Diagram.
7. The SP should provide all licenses.
8. The Rigorous Knowledge transfer sessions are to be conducted for a minimum period one or more months, until the complete knowledge is transferred to the new Service Provider / BESCOM/ESCOMs staff which includes hand over of architecture, all licenses, flow charts, latest version of source code which is deployed in the production, security mechanism, process flow, operational hierarchy, various functionalities, logics etc.,

9. Rigorous hands on training sessions are to be conducted for a minimum period one or more months, until the complete hands on training is provided to the new Service Provider / BESCOM/ESCOMs staff which includes operation and maintenance of the complete system.
10. Even after giving rigorous knowledge transfer session / training, the SP shall render assistance to the new Service Provider / BESCOM/ESCOMs staff as and when required by BESCOM/ESCOMs for a period one year from the date of handing over.

SW 12.0 Warranty:

It is the responsibility of the Bidder to maintain all the hardware and software in good, healthy, updated conditions all the times and to take immediate action for the replacement of any failed hardware items such as DC – DRC, etc., so that the services should not be hampered. Software should have a lifetime warranty period.

SW 13.0 Manpower Support:

Bidder shall ensure availability of Application Technical Support and Support Resource for BESCOM and all the ESCOMs as and when required to resolve any issues related to CGRF process software during the contract period. It is the responsibility of the SP to regulate the statutory requirements with respect to engagement of man power like leave, salary etc.

SW 14.0 Server maintenance:

- Ensure Uptime of the server 24/7
- Periodical maintenance of the server
- Up-gradation of Server Hardware resources as and when required
- Repair & replacement of components
- Requisite tools shall be deployed to automatically compute server availability

SW 15.0 Process Operations Response Time (End to end):

- 90% of online transactions of 1 – 2 Sec to commit transactions with sub-second screen response times.
- 90 % of online simple query of 2 Seconds
- 90 % of online complex query of 3 to 5 Seconds

SW 16.0 Backup: Maintain the data backup periodically as per the mutually agreement requirement.

SW 17.0 Version control:

SW 17.1 Maintain the history of all previous versions of the software with documentation.

SW 17.2 Any new version of the software shall be deployed only after testing and certification from, corporate office, BESCOM / ESCOMs.

SW 18.0 Any material /equipment / Components / software not specifically stated in the Specifications and Documents and which are necessary for trouble free successful Operations of CGRF process specified in these Specifications, shall be deemed to be included unless specifically excluded. All such material /equipment / Components / software shall be provided without any extra Cost.

SW 19.0 Brand Names or Equivalent:

Wherever an equipment / material / component or article is specified or defined by the name of a particular brand, Manufacturer or Vendor, the specific name mentioned shall be understood as establishing type, function and quality and not as limiting competition.

SW 20.0 DELIVERABLES:

a) Successful bidder shall be given one pilot Sub-Division, one district level CGRF and one Corporate level CGRF, where he shall perform the scope of work successfully.

b) Satisfactory Performance of the obligations of the Contract

c) Data Base: At the end of every month, the SP shall hand over soft copy of updated Database to BESCOM/ESCOMs Corporate Office.

d) User manual: SP to provide updated user manual on every new version of release.

e) Documents: SP to provide hard and soft copy of the document relates to any modification, database migration, Data backup and enhancement of application software, release of new versions.

SW 21.0 GENERAL:

a) The service provider should work in co-ordination with other hardware/ network maintenance agencies for smooth functioning of day to day activities.

b) Team/personnel identified by BESCOM/ESCOMs shall be involved and trained in all the activities.

c) Designated person/ team to maintain, monitor and administer the application software and database

Section: 3

General Terms & Conditions (GTC)

GTC 1.0 General Terms:

GTC 1.1 Changes, if any, in the bid document, shall be made only through Karnataka Public Procurement Portal.

GTC 1.2 BESCOM reserves the right to review the bidder's capability and capacity to perform the work before awarding the Contract, without assigning any reason whatsoever.

GTC 1.3 BESCOM reserves the right to divide/ split/ modify/ cancel the entire job during placement of Contract without assigning any reason whatsoever.

GTC 1.4 The liability or obligation under the contract will remain fully with the service provider and is responsible for all acts.

GTC 1.5 Decision of BESCOM on all matters shall be final & binding on the bidders.

GTC 1.6 The Successful Bidder shall provide required man power/hardware and allied services to the BESCOM, MESCOM, HESCOM and GESCOM.

GTC 2.0 Statutory Obligations:

GTC 2.1 Statutory obligations as per law of the land are to be complied with, by the vendor. Work men's Compensation Act 1923, the Contract Labour (Regulation & Abolition) Act 1970, Employees Provident Funds and Miscellaneous Provisions Act 1952, Employees‟ State Insurance Act 1948, Payment of Wages Act 1936, Information Technology Act 2000 etc. and rules made there under for every act, are to be dealt with by the vendor as per relevant act and the financial obligation/s arising out of statutory obligations would be entirely on vendor's account and BESCOM will not be responsible on this score for any reason whatsoever.

GTC 3.0 Contract Period:

GTC 3.1 The initial contract shall be valid for a period of five years from the date of issue of Detailed Work Award (DWA). The Contract may be extended at the discretion of BESCOM/ESCOMs for further period of another one or two years based on the performance of the agency on mutually agreed terms and conditions, if BESCOM/ESCOMs desires so.

GTC 3.2 BESCOM may terminate the contract earlier also, prior to expiry of contract period, with Three (3) months' notice, if the performance of the vendor is found to be Un- satisfactory.

GTC 3.3 These tenders are being invited, processed and awarded subject to condition that BESCOM/ESCOMs shall have right to terminate the contract earlier than the contract period by giving 3 months prior notice in the event of BESCOM/ESCOMs opt to any alternative solution for the CGRF digitalisation process.

GTC 4 Performance Bank Guarantee (PBG):

GTC 4.1 As a Contract Performance Security, the successful Bidder, to whom the work is awarded, shall be required to furnish a **Performance Guarantee @ 5% of the Annual Contract Value in favour of BESCOM.** The Performance Guarantee shall be either in the form of Bank Guarantee / e-bank guarantee from any nationalized/Scheduled Banks or in the form of Insurance Surety Bonds (ISB) issued by Insurance Company authorised by Insurance Regulatory and Development Authority (IRDA) of India and it shall guarantee the faithful performance of the Contract in accordance with the terms and conditions specified in these documents and specifications. The PBG / ISB shall be valid up to **180 days** after the expiry of Contract Period. If Service Provider fails to furnish the PBG / ISB within stipulated

period, BESCOM reserve right to terminate the contract and forfeit the EMD.

GTC 4.2 Performance Guarantee will not carry any interest.

GTC 4.3 The above Performance Guarantee is to be submitted within fifteen (15) days from the date of issue of the Letter of Intent (LOI) and shall remain valid up to One Hundred and Eighty **(180)** days after the expiry of contract period.

GTC 4.4 In case the contract is renewed, the successful bidder has to extend the validity of the Performance Bank Guarantee for a further period of One Hundred and Eighty **(180)** days after the end of the renewed contract Period.

GTC 4.5 The proceeds of the Performance Guarantee shall be payable to BESCOM/ESCOMs as compensation for any loss resulting from the failure on the successful bidder's part to complete its obligations under the Contracts or if any Liquidated Damage is levied on the agency as per terms of the Contract.

GTC 5.0 Demo, Inspection, Testing, Review and Acceptance:

GTC 5.1 BESCOM/ESCOMs reserves the right to have demo from the bidder on the process by its designated Officer or other agency to ensure quality and hassle free functioning of Consumer Grievance Redressal Forum process and other activities.

GTC 6.0 Force Majeure:

GTC 6.1 The successful bidder shall have no liability if prevented from carrying out obligations under the orders by reasons of war, invasion, foreign hostilities, war declared, riot, civil commotion, mutiny, fire, Govt. orders and/or restrictions or any other cause beyond the reasonable control of the successful bidder. However, such force-majeure circumstances are to be intimated immediately and to be established subsequently with

appropriate documents/proofs to the entire satisfaction of BESCOM. Variation of prices shall not be treated as force majeure.

GTC 7.0 Terms of payment:

GTC 7.1 The payment on behalf of all ESCOMs will be made from the AGM, E&S Section of Corporate Office, BESCOM, Bengaluru.

GTC 7.2 **Design, Development, Implementation of web based online portal and Mobile Application:** The **100% payment** will be paid after successful operation and go-live / operation of the software developed for the "Digitalisation of Consumer Grievence Redressal Forum" process and auto escalation of complaints in BESCOM, MESCOM, HESCOM and GESCOM. The invoices along with pilot and final clearance report for payment shall be submitted in triplicate to the General Manager, Customer Relation, 4th Floor, Corporate Office, BESCOM, Bengaluru – 560 001, which will be verified and certified by the AGM, Customer Relation Section and Countersigned by the General Manager, Customer Relation and further processed for arranging payment. The payment will be subject to SLA / Penalty clause.

GTC 7.3 **Software maintenance, up-gradation, changes, modification and providing other monthly Services:**

i. The monthly payment towards software maintenance, up-gradation, changes, modification if any and providing other services as per the award will start only in the subsequent month after the successful performance of the deliverables in the preceding month.

ii. The General Manager (Customer Relation), BESCOM will be the nodal officer. The bills (Invoices) shall be submitted in triplicate to GM (CR) and BESCOM has to co-ordinate with other ESCOMs for getting the necessary certification from the concerned ESCOM for their portion of service availed through e-mail. Payment shall be

made against satisfactory services provided for the scope of the work stipulated in the DWA and for having delivered the services as mentioned in the award.

iii. The 100% monthly payment will be paid, after submitting monthly maintenance reports / work done certification from all the ESCOMs and after satisfactory verification by BESCOM, subject to SLA / Penalty clause.

iv. The bills (Invoices) shall be certified by Assistant General Manager (Customer Relation) and counter signed by General Manager (Customer Relation)

GTC 7.4 All payments will be made in INR only and the Payment shall be subjected to pre-audit.

GTC 7.5 The respective organization shall specifically mention in their monthly certification regarding the services provided by the agency.

GTC 7.6 Percentage sharing of Expenditure:

i. Monthly payment to the agency including advance amount if any will be paid from BESCOM on behalf of all the ESCOMs.

ii. The expenditure incurred towards this work will be shared by BESCOM, MESCOM, HESCOM and GESCOM in proportion to the active number of installations existing as on 31.12.2024.

iii. Irrespective of percentage sharing of expenditure by the ESCOMs, it is the sole responsibility of the agency to provide all the services required by ESCOMs.

GTC 8.0 Service Level Agreement (SLA) (PENALTY FOR DELAY IN COMPLETION / MAINTENANCE):

SLA shall be levied for deficiency of service and non-deliverables by service provider are as follows:

GTC 8.1 Service Level Agreement (SLA) (PENALTY FOR DELAY IN COMPLETION)

i. The penalty shall be *½ % per week* of delay or part thereof on the development of online web Portal and mobile application for the implementation of CGRF process and auto escalation, which is not completed for beneficial use within the time stipulated in this document, subject to a maximum of 5% on the total awarded cost.

ii. The total amount of Penalty for delay under the Contract shall be subject to a Maximum of Five percent (5%) of the total Contract Price & the BESCOM/ESCOMs has got every right to terminate the Contract without any liability if it crosses 5%.

GTC 8.2 Service Level Agreement (SLA) (PENALTY FOR DELAY IN MAINTENANCE):

A. <u>Availability of hardware and reporting servers, each to be evaluated individually as applicable</u>

Sl. No.	Criteria	Metric	Penalty	Measurement
1	Baseline	> 99.5%	Nil	Reports generated based on server logs, calculated on a monthly basis
2	Lower performance	97 – 99.5%	2% of MTC	
3	Breach	< 97%	5% of MTC	
Remarks ➢ MTC = Monthly Transaction charges due to the vendor for provision of the CGRF process service specified in this RFP ➢ Scheduled outages will be excluded while computing the availability				

B. <u>Incorporation of Changes in the CGRF process and Software modifications</u>

The vendor will be notified about changes in the CGRF process and modifications to the software, which the vendor shall incorporate in the online web portal application and mobile application software and release

a new version of CGRF software application in a timely manner.

Sl. No.	Criteria	Metric	Penalty	Measurement
1	Baseline	14 days	Nil	Refer remarks
2	Lower performance	15 - 21 days	1% of MTC	
3	Breach	> 21 days	2% of MTC and BESCOM / ESCOMs reserves the right to invoke the termination clause	

Remarks

- MTC = Monthly Transaction charges due to the vendor for provision of the spot billing service specified in this RFP
- On receipt of requirements, the vendor shall implement the requirement and demonstrate the functionality for final clearance by BESCOM within 14 days of the email notification date.

C. Non-rectification of software problems

Bugs / errors in software as reported by BESCOM/ESCOMs officials shall be resolved in a timely manner as given below:

Bugs / errors in Software – Critical Issues				
Sl. No.	**Criteria**	**Metric**	**Penalty**	**Measurement**
1	Baseline	1-Day	Nil	Refer remarks
2	Lower performance	2 - 3days	2% of MTC	
3	Breach	> 3	4% of	

		days	MTC	

Remarks

- MTC = Monthly Transaction charges due to the vendor for provision of the spot billing service specified in this RFP.
- Critical issues in software will include issues wherein the application is running but users across more than 1 sub-division are unable to use the software.
- BESCOM/ESCOMs officials will detail the issue and notify the vendor vide email from which will be the start time will be computed. The vendor shall confirm resolution of the issue by email. The difference between the time at which issue was reported by email and the time at which issue resolution will confirmed by email will be computed to arrive at the time taken for resolution of critical issues.
- There shall be no overlap between the issues reported, non-critical issues and issues reported under non-rectification of software problems

D. Non-deliverables viz., copy of data base, back up, MIS reports etc., to SDO / district level CGRF / Corporate Level CGRF / Ombudsman / Hon'ble KERC office

Contract will be terminated duly after giving 15-days' notice with BESCOM / ESCOMs reserving liberty to claim all consequential damages.

E. Misappropriation

BESCOM reserves the right to recover the loss sustained along with 10% (of the loss amount as) penalty in case of misappropriation by the service provider or his staff with or without colliding with BESCOM / ESCOMs staff or due to security lapses or any lacunae in the system. This is without prejudice to the recourses BESCOM/ESCOMs may take for such misappropriation/losses. The capping of 10% of MTC

does not apply to penalty levied on account of misappropriation.

F. Penalty Capping

Penalty from Service Level Agreements (SLA) listed above except GTC 8.1 is capped at 10% of the Monthly Transaction Charges (MTC) due to the vendor. The total amount of Penalty for delay under the maintenance Contract shall be subject to a Maximum of Five percent (5%) of the total Contract Price & the BESCOM has got every right to terminate the Contract without any liability if it crosses 5%.

GTC 8.3 SP to provide complaint resolving mechanism with escalation matrix to the utility. Provision shall be available to the Sub-Divisional Officer, district level CGRF and Corporate level CGRF to lodge Complaint and to view the resolution status such as Type of compliant, Date of Compliant lodged, Docket No., Date of Rectification, etc. Also provision shall be made to get a monthly report in the system and same shall be submitted along with monthly invoices.

GTC 8.4 Any LD arising out of the afore mentioned clauses shall be recovered from any of the pending bills/ Bank Guarantees of the vendor lying with BESCOM/recovery suit.

GTC 8.5 BESCOM is not responsible for any of the fraudulent transactions.

GTC 9.0 Risk Purchase & Termination of Contract:

GTC 9.1 In case the supplier commits any breach of SLA and fails to carry out the work satisfactorily in the contract period or in case the Materials/ equipment/ software/ Services supplied are found not in accordance with prescribed specifications and/or approved sample or if found to have furnished misleading or false representations in statements and attachments submitted as proof of the qualifying requirement at a

later date, the Company shall exercise its discretionary powers on any or all the following:

1. To recover from the successful bidder, as agreed, liquidated damages or by way of penalty or loss incurred by BESCOM/ESCOMs, the amount as per penalty clause above ; and
2. To avail the services elsewhere, after giving due notice to the successful bidder on account and at the risk of the successful bidder such materials/services not so delivered or others of a similar description without cancelling the contract. In respect of the consignment not yet due for delivery, the successful bidder shall not be entitled to any saving on such purchase made against default.
3. To cancel the Work award.
4. To forfeit the performance guarantee.
5. To black list or not to consider future offers for a specified period.

GTC 9.2 The decision of the company shall be final as regards the acceptability or otherwise of materials/ equipment/ Services supplied.

GTC 10.0 Sub-Contracts:

Subletting a part or a portion or the entire contract are not allowed, the bidder has to provide all services

ANNEXURE-I

BID FORM

Ref No:
Dated:

From,
……
……

To,
The General Manager (Customer Relation),
Corporate Office, BESCOM,
K. R. Circle, Bengaluru – 560 001.

Dear Sirs,

Having Examined and understood the Terms and conditions of the Bid documents and the Scope of Work in the Bidding documents issued under Enquiry No. **BESCOM/2025-26/SE0286** for the "**Digitalisation of Consumer Grievance Redressal Forum (CGRF) process and Auto escalation of complaints in BESCOM, MESCOM, HESCOM and GESCOM)**" with the following brief scope: including any knowledge, addendum / amendments (if any), the receipt of which is hereby duly acknowledged, we the undersigned, hereby submit the fully completed Bid Documents, which includes the EMD, Qualifying requirements, Technical and Commercial details and Price Bids, for the said Materials.

We hereby agree to supply the materials in conformity with the technical specification enumerated in the Bidding Documents, for the sum stated and quoted in the Bid or such other sums as may be ascertained in accordance terms of the tender. We undertake, if our Bid is accepted, to execute the contract with in the stipulated time with

the Schedule of Prices attached herewith and made Bid.

We note that the prices offered are (as per the Bid stipulation) FIRM throughout the period of contract including extended period if any as per the commercial terms and conditions. We agree to keep this Bid valid for a period of 180 days plus extended period if any from the date fixed for Bid opening and it shall remain binding upon us.

Until a formal contract is prepared & executed, this Bid together with your written acceptance thereof in your notification of Award shall constitute a binding contract between us.

Dated this day of…… 2025

(Signature)

Name in Block Letters

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

Witness:

ANNEXURE-II

No deviation Certificate

DECLARATION BY THE BIDDER

With reference to the bid Enquiry No. : **BESCOM/2025-26/SE0286** for the "**Digitalisation of Consumer Grievance Redressal Forum (CGRF) process and Auto escalation of complaints in BESCOM, MESCOM, HESCOM and GESCOM**", we confirm that we have read the both the technical and commercial requirements and all the clauses are acceptable to us and we have not taken any deviations whatsoever.

Any deviations mentioned anywhere in the document shall be ignored.

Name & Designation:		
Address of the Bidder with Seal		
Place:		
Date:		

ANNEXURE-III

IMPORTANT : TO BE UPLOADED IN KPP PORTAL

PROFORMA OF SELF DECLARATION ON BIDDER's PERFORMANCE

(To be submitted on the Non-judicial stamp paper of Rs. 500/- value)

Ref ……. Date ……

To,
The General Manager (Customer Relation)
Corporate Office, BESCOM,
K R Circle,
Bengaluru – 560 001, Karnataka, India

Dear Sirs,

I*/We* have read and examined the requirement of the tender condition stipulated against clause No. … of Section IB of Bid Documents relating to the Tender Enquiry No. ……. for …….. (full scope of Work).

I*/We* hereby undertake to declare that

i) I*/We* have not made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or

ii) I*/We* did not have any record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or

iii) I*/We* have participated in the previous Tender for the same nature of work and had not quoted unreasonably high tender prices and furnished prices were rationally justified.

This undertaking is in consideration of BESCOM agreeing to open my/our Bid and consider and evaluate the same for the purpose of award of work in terms of provisions in the bid documents.

Date: Signature along with Seal of Co.

……
(Duly authorised to sign the
Tender On behalf of the Bidder)

Name .....
Designation .....
Name of Co .....
(in Block Letters)

*Strike out whichever is not applicable.

ANNEXURE - IV

Proforma of Declaration on not being blacklisted or banned or debarred etc

(To be submitted on the Non-judicial stamp paper of Rs. 500/- value)

Ref …….. Date: __/__/2023

To,
The General Manager (Customer Relation)
Corporate Office, BESCOM,
K R Circle,
Bengaluru – 560 001, Karnataka, India

Subject: Tender for "Digitalisation of Consumer Grievance Redressal Forum (CGRF) process and Auto escalation of complaints in BESCOM, MESCOM, HESCOM and GESCOM" – Reg.

Reference: Tender Enquiry No. : BESCOM/2025-26/SE0286

Dear Sirs,

We M/s_____ hereby declare that, with any of the State government or Central Government or PSU or Municipal agencies in India or Abroad at the time of bid submission,

(i) is not under a declaration of ineligibility for corrupt or fraudulent practices with any of the State government or Central Government or PSU or Municipal agencies in India or Abroad at the time of submission. AND

(ii) Have not been blacklisted or banned or debarred or defaulted. AND

(iii) Our Work orders have not been short closed due to non-performance or LOA is withdrawn by the owner due to inefficiency in performing or implementing assigned project in technically/financially.

Further we undertake that, If BESCOM found that the above undertaking consists of misleading information and/or suppressing of the facts, BESCOM shall reject the bid and BESCOM reserves the right for black listing including initiation of legal/criminal proceeding

Signature
Name in Block Letters
Designation
Firm Name
Date

ANNEXURE - V

IMPORTANT : TO BE UPLOADED IN KARNATAKA PUBLIC PROCUREMENT PORTAL

PROFORMA OF SELF DECLARATION FOR BORDER SHARING OR NOT SHARING BY BIDDERS

(To be submitted on the Non-judicial stamp paper of Rs. 500/- value)

Ref ..... Date .....

To,
The General Manager (Customer Relation)
Corporate Office, BESCOM,
K R Circle,
Bengaluru – 560 001, Karnataka, India

Dear Sirs,

I*/We* have read and examined the requirement of the tender condition stipulated in Section IB of Bid Documents relating to the Tender Enquiry No. ..... for ..... (full scope of Work)

I*/We* hereby undertake to declare that **(Applicable in case of Bidders from Countries not sharing Border with India)**

I*/We* have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India;
I*/We* certify that .....(Bidder) is not from such a country which shares a land border with India. I hereby certify that our bid fulfills all requirements in this regard and is eligible to be considered.

OR

I*/We* hereby undertake to declare that **(Applicable in case of Bidders from Countries sharing Border with India)**

I*/We* have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India;
I*/We* certify that .....(Bidder) is from such a country which shares a land border with India and has been registered with the Competent Authority. I hereby certify that our bid

fulfills all requirements in this regard and is eligible to be considered and also evidence of valid registration issued by the Competent Authority is uploaded.

This undertaking is in consideration of BESCOM agreeing to open my/our Bid and consider and evaluate the same for the purpose of award of work in terms of provisions of bid documents.

Date: Signature along with Seal of Co.

.....
(Duly authorised to sign the Tender On behalf of the Bidder)
Name .....
...
Designation .....
...
Name of Co ..... (in Block Letters)

***Strike out whichever is not applicable.**

Please Note : Among the above two declarations, only one which is applicable is to be declared.

ANNEXURE – VI

The indicative requirement for the Web and Mobile Application development & customization, Database Server, Application Server, Storage, Firewall, Server Security, Layer2 switch, Operating System, DC, DRC, application development, etc., is as follows. However, it is the responsibility of the successful Bidder to develop and deploy the CGRF process software, necessary hardware of sufficient capacity etc., for successful implementation and maintenance of CGRF process software.

Application Development Customisation & Implementation Charges

Sl. No.	Item Requirement	Specification	unit	Quantity
1	Application Development	Web and Mobile Application development & customization which should includes, 1) System study 2) AS IS & TO BE & Gap Analysis 3) Business Blueprinting (FRS, TRSI System design) 4) Design and development 5) Testing and Audit 6) Compliance to development and security standards (internal audit of application) 7) Deployment 8) Other requirements, if any	LS	1
2	Technical Support Charges for 60 Months	Support Charges for 60 Months	Nos.	1
Servers and Other Devices				
Sl. No.	**Item Requirement**	**Specification**	**unit**	**Quantity**
1	Database Server with 5 years	24 Core processor-2 Numbers RAM-64 GB	Nos.	2

	AMC	expandable upto 512 GB SSD with 1 TB usable with 5 years of AMC or higher version as per the requirement		
2	Application Server with 5 years AMC	16 Core processor-2 Numbers RAM-64 GB expandable upto 512 GB SSD with 1 TB usable with 5 years of AMC or higher version as per the requirement	Nos.	3
3	SAN Storage with 5 years AMC	SAN (With 2 TB usable) or higher capacity as per the requirement	Nos.	1
4	Firewall Firewall with IPS and 50000 concurrent user capacity	As per the project requirement	Nos.	2
5	Server Security	Server security with 5 years subscription with EDR as per the project requirement	Nos.	5
5	Layer2 Switch	As per the project requirement	Nos.	1
6	Operating system	Windows server operating system for server as per the requirement.	Nos.	2

Data Center (Application Hosting in MEITY Empanelled in Cloud Data Center)				
Sl. No.	**Item Requirement**	**Specification**	**unit**	**Quantity**
1	Co Location Charges (During off hours- Idel DR	Co location charges for 60 Months	Nos.	60
2	Data Transfer Charges	1000 GB data transfer/Month for 60 Months or more as per project requirement	GB's	10000

Disaster Recovery (Application Hosting in MEITY Empanelled in Cloud Disaster Recovery Center)				
Sl. No.	**Item Requirement**	**Specification**	**unit**	**Quantity**
1	Co Location Charges (During off hours- Idel DR	Co location charges for 60 Months	Nos.	60
2	Data Transfer Charges	1000 GB data transfer/Month for 60 Months or more as per project requirement	GB's	10000

Creation of Infrastructure at Site (Hosting Environment)				
Sl. No.	**Item Requirement**	**Specification**	**unit**	**Quantity**
1	Creation of infrastructure environment at site Hosting	Co Location Setup	Nos.	1

Security Audit				
Sl. No.	**Item Requirement**	**Specification**	**unit**	**Quantity**
1	Security Auditor	Application audit from CERT-ln Empanelled Information Security auditor	Nos.	1
2	Security Auditor	Implementation of recommendations as suggested by security auditor	Nos.	1

SMS Gateway for 50,000 SMS per Month or more as per the project requirement				
Sl. No.	**Item Requirement**	**Specification**	**unit**	**Quantity**
1	SMS	50,000 SMS per month or more as per the project requirement	Nos.	1
2	Implementation Cost One time	One time SMS gateway integration cost	Nos.	1

Support Resource (O&M)				
Sl. No.	**Item Requirement**	**Specification**	**unit**	**Quantity**
1	Application support Resource	Support resource for each ESCOM for 60 Months	Nos.	4
2	Infra support Resource	Support resource for 60 Months	Nos.	1

ANNEXURE – VII

Cyber Security Guidelines:

1. The Contractor shall adhere to the regulations specified in CEA (Cyber Security in Power Sector) Regulation, 2021. The Contractor herein refers to OEM/Supplier/Vendor/Integrators, and is the Responsible Entity as defined in the regulations.

2. The bidder through a digitally signed statement by their Authorized representative shall disclose along with their bid, the existence and reasons for all known cyber security vulnerabilities or identified backdoor codes in effect till the submission of bid by the Contractor, in each of their Product offered for sale. Further known cyber security vulnerabilities or identified backdoor codes should be disclosed by the Contractor during post bid discussion if any held by the Employer. The Employer reserves the right to seek compensatory security controls for mitigation of the disclosed vulnerability or identical backdoor codes along with the letter of Acceptance of the Supply Order/Work Award Order or to reject the bid without any notice to the Contractor, based upon the risk evaluation of the disclosed cyber security vulnerabilities by the Contractor.

3. The successful bidder through a digitally signed statement by their Authorized representative shall submit along with their Letter of Acceptance of Supply Order/Work Award Order, the details of obsolescence of any part/component of hardware/software and the list of all new cyber security vulnerabilities in each Product offered for sale, discovered subsequent to the submission of bid, by the Contractor or has come to the knowledge of the Contractor or been brought to the Contractor’s knowledge, by any of their existing Customer or previous Customer, Partner or related/unrelated third Party.

4. During the currency of support agreement for the Products supplied to the Employer or till termination of the support agreement been communicated to the Authorized representative of the Contractor in writing by the Employer, the Contractor shall be liable to disclose details of all additional cyber security vulnerabilities, that been discovered by the Contractor or that comes in the knowledge of the Contractor or is brought to the Contractor’s knowledge by any of their existing Customer or previous Customer, Partner or related/unrelated third Party,

along with cyber threat mitigation measures which needs to be taken thereof by the Employer, without any further commercial implication to the Employer.

5. During the currency of support agreement for the Products supplied to the Employer or till termination of the support agreement been communicated to the Authorized representative of the Contractor in writing by the Employer, the Contractor shall disclose details of all exploits of cyber security vulnerabilities, previously known or unknown, in all Products supplied to the Employer or similar Products supplied to any other customer by the Contractor, immediately upon such information coming in the knowledge of Contractor, through any source including Cyber Security Audit carried out by CERT-In empanelled Auditors, along with cyber threat mitigation measures, which need to be taken thereof by the Employer, without any further commercial implication to the Employer.

6. The Contractor during the currency of support agreement for the Products supplied to the Employer and even after the expiry of the support agreement, shall inform to the Employer from time to time, through the mutually agreed digital/physical mode, in case the Contractor comes across any event(s) or condition(s) that may probably result in, any security breach or likely risks of other compromises, within the Employer’s IT or OT Systems and Data Bases, along with cyber threat mitigation measures, which needs to be taken thereof by the Employer, without any further commercial implication to the Employer.

7. In case the Contractor, intentionally or unintentionally, fails to provide, or deliberately do not provide the information or fails to provide cyber threat mitigation measures to be taken thereof by the Employer, as mandated in above clauses from Sl No 2 to Sl No 6, the Commercial Performance Guarantee of the Contractor submitted with the Employer shall stand forfeited without issuance of any show cause notice by the Employer to the Contractor. In case if the Commercial Performance Guarantee of the Contractor submitted with the Employer is forfeited, the Contractor, their Partner Contractor if any, shall be debarred from the participation in future bids invited by the Employer.

8. The Contractor through a digitally signed statement by their Authorized representative shall certify that the cyber security

features designed, recommended in the Product supplied by the Contractor or their Authorised Partner or Subsidiaries to the Employer, are in accordance with the defined IEC/ISO/IS Standards, best practices, Cyber laws, and Regulations, as specified by the Employer in their bid document and essential for safe and secure Operation and Maintenance of the IT/OT/ICS systems of the Employer.

9. The Contractor shall ensure that Product supplied against the Supply Order/Work Award Order under consideration, as well as the modifications, reconfiguration, upgradation, changes in Parameters, settings proposed to be made to the existing Architectural layout or utilization of Cyber Assets, as part of the execution of Supply Order/Work Award Order, are in accordance with the defined IEC/ISO/IS Standards, best practices, Cyber laws, and Regulations, as specified by the Employer in their bid document and essential for safe and secure Operation and Maintenance of the IT/OT/ICS systems of the Employer. All modifications shall be carried out by the Contractor as per mutually written agreement between Employer and Authorized representative of the Contractor, before its implementation/commencement of Supply Order/Work Award Order. The Employer shall be responsible for consulting cyber security experts and for arranging the necessary support to the Contractor, if any modifications are to be made to the existing Architectural layout or utilization of Cyber Assets.

10. The Contractor shall provide a host-based malware detection scheme for the control system network and equipments as per the IEC/ISO/IS Standards mentioned in the bid document of the Employer. The Contractor shall certify the adequacy of the system performance of the deployed host-based malware detection scheme for quarantine (instead of automatically deleting) suspected infected files and the Contractor shall also provide the scheme for updating the Malware signatures. The Contractor shall also test major updates to malware detection applications and provide performance measurement data on the impact of using the malware detection applications in an active system.

11. The Contractor through a digitally signed document by their Authorized representative shall submit to the Employer, in detail the tried and tested backup and disaster recovery technology

and plan for the Product as practised by the Contractor till the time of submission of bid.

12. In case, the Contractor accepts the Supply Order/Work Award Order, then, on demand made by Employer, the Contractor shall provide documentation detailing all applications, utilities, system services, scripts, configuration files, databases, and all other software required and the appropriate configurations, including revisions and/or patch levels for each of the computing & Storage systems to the extent deemed necessary for safe and secure operation and maintenance of IT and OT System.

13. The Contractor shall advise Employer as per mutually agreed Terms and Conditions on the measures to be followed by the Employer during Operation and Maintenance of the IT and OT System in accordance with applicable IEC/ISO/IS Standards and best practices, which shall include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into IT and OT Systems of the Product.

14. The Contractor shall provide a listing of services required for all ICT based sub-systems and applications of the Product supplied by them to the Employer. The listing shall include all ports and services required for normal operation as well as any other ports and services required for emergency operation/maintenance of the Product. The listing shall also include an explanation or cross reference furnished by the Contractor or by any authorised Person on behalf of Contractor, to explain why each service is deemed necessary for operation and maintenance of the supplied Product.

15. The Contractor shall certify and provide proof that all default passwords have been reset with hardened password and services are patched to current released version till the time of completion of SAT procedure and issue of successful SAT completion certificate by the Employer.

16. The Contractor shall remove a software component if not required for the operation and maintenance of the system or application, with the Employer's due written permission only. The Contractor shall maintain documentation on what has been removed and shall furnish this information to the Employer as and when called for by the Employer.

17. The Contractor shall notify the Employer in writing on the non-standard operation carried out by the Employer's Employees and that the Contractor shall not be held liable for Vulnerabilities exposed by the listed incorrect operation carried out by the Employer's Employees or any person other than those working on behalf of the Contractor. However, the Contractor shall stand for prosecution and bear any consequential loss or damage suffered by the Employer from exposure to such Vulnerabilities which were known to the Contractor and intentionally not disclosed to the Employer or no measures were suggested for mitigation of risk from such known vulnerabilities.

18. The Contractor shall conduct a mandatory cyber security audit of the entire system delivered twice in a year in accordance with the latest guidelines issued by Ministry of Power, Government of India.

19. Should any Employee of Contractor if required or to be permitted the Logical Access or unescorted physical access to the Cyber Assets of the Employer or of any of their Affiliates, that are identified as "Critical Infrastructure" or as "Protected System" by NCIIPC {constituted under IT Act 70A}, then the Employee of the Contractor shall meet pre-requisites mandated by Employer prior to gaining access to any such "Critical Infrastructure" or "Protected System" of the Employer.

    (i) Therefore, when any secured electronic or physical access is needed or to be permitted, all Employees of the Contractor identified as above in this provision shall:

        (a) abide by and shall have successfully completed the Contractor-administered background screening requirement.

        (b) have undergone successfully the mandatory Cyber Security training prescribed by the Employer, for all of their "Critical Infrastructure" and "Protected System" as per CEA(Cyber Security in Power Sector) Regulations 2021.

(c) have a valid Contractor Identification document and should have been listed in Contractor's Management System for tracking purposes;

Pursuant to this clause in order to ascertain fitness, qualification and integrity of Employees identified for executing Works awarded to the Contractor, the Contractor shall perform background investigation on these Employees of their Contractor or of their Supplier or of Subcontractors assigned to execute such Work on behalf of the Contractor at the Employer's site or at facilities of the Contractor, their Suppliers/Sub Contractors.

(d) in the event that the Contractor or their Supplier or Sub-Contractor

(i) determines that any of the Employee permitted access pursuant to this clause no longer requires access or

(ii) terminates the employment of any of the Employee having valid permission to such an access.

pursuant to this clause, Contractor shall notify Employer in writing within 24 hours of such determination or termination.

(ii) The Contractor shall be held responsible and shall have to bear the cost of the damages resulting to the Employer's Asset, Facilities, Business interruptions or damage to the Employer's reputation, out of any cyber incident resulting of any misconduct, on site or remotely, directly or indirectly by the Employee(s) of the Contractor or the Employee(s) of the Supplier or Subcontractor.

20. The Contractor shall password protect the BIOS from unauthorized changes unless it is not technically feasible, in which case Contractor shall document this case and provide mitigation measures. The Contractor shall handover all the BIOS passwords and provide a documented list of all disabled or removed USB ports, CD/DVD drives, and other removable media devices.

21. With the due approval of the Employer, the Contractor shall configure the network devices to limit access to/from specific

locations, where appropriate, and provide documentation of the configuration. With the due approval of the Employer, the Contractor shall configure the system to allow the system administrators the ability to re-enable devices if the devices are disabled by software and provide documentation of the configuration.

22. The Contractor shall have and provide to the Employer the documentation of a written flaw remediation process. Contractor shall provide appropriate software updates and/or workarounds to mitigate all vulnerabilities associated with the flaw in the Product within and up to a pre-negotiated period. After Contractor is made aware of or discovers any flaws, Contractor shall provide notification of such flaws affecting security of software supplied by the Contractor, within and up to a pre-negotiated period. Notification shall include, but is not limited to, detailed documentation describing the flaw with security impact, root cause, corrective actions, commercial implication if any, etc.

23. In addition to the foregoing, the Contractor shall immediately notify Employer in writing if the Contractor at any time discovers any part of the Work to be defective or not in accordance with the Work Award Order.

24. The Contractor shall comply with the Employer’s Application Security standards as mentioned in the bid document, whenever Employer seeks Coding for Security enhancement.

25. The Contractor shall provide a process for Employer’s Employee(s) to submit problem reports and remediation requests to be included in the system security. The process shall include tracking history and corrective action status reporting. The Contractor shall review and report their initial action plan within 24 hours. Contractor shall secure reports on problem regarding security vulnerabilities from public discloser and notify Employer of all problems and remediation steps, regardless of origin of discovery of the problem. Contractor shall inform Employer in writing of flaws within applications and operating systems in a reasonable period and provide corrective actions, fixes, or monitoring guidance for vulnerability exploits associated with the flaw. Contractor shall provide an auditable history of flaws including the remediation steps taken for each.

26. The Contractor shall provide a system whereby account activity is logged and is auditable both from a management (policy) and operational (account use activity) perspective. Contractor shall time stamp, encrypt, and control access to audit trails and log files. The Contractor shall ensure audit logging does not adversely impact system performance requirements. Contractor shall provide read-only media for log creation.

27. The Contractor shall provide a configurable account password management system that allows for selection of password length, frequency of change, setting of required password complexity, number of login attempts, inactive session logout, screen lock by application, and denial of repeated or recycled use of the same password. Contractor shall not store passwords electronically or in Contractor supplied hardcopy documentation in clear text unless the media is physically protected. Contractor shall control configuration interface access to the account management system. Contractor shall provide a mechanism for rollback of security authentication policies during emergency system recovery or other abnormal operations, where system availability would be negatively impacted by normal security procedures, but such rollback shall not be automatic, and would require the specific affirmative agreement of Employer.

28. The Contractor shall configure hosts Operator workstation with least privilege file and account access and provide documentation of the configuration. The Contractor shall configure the necessary system services to be executed at the least user privilege level, possible for that service and provide documentation of the configuration. Upon the completion of the task of changing or disabling access to such files and functions as directed by the Employer, the Contractor shall provide documented evidence that the tasks has been successfully completed.

29. The Contractor shall recommend which specific accounts need to be active and those that can be disabled, removed, or modified. The Contractor shall disable, remove, or modify all the accounts pursuant to the approved recommendation from Employer. The Employer shall be responsible for correct usage and maintenance of the defined accounts.

30. Limitation of Liability

(i) In General, the Contractor is responsible and liable, till the Contract period, for mitigating all vulnerabilities associated with the Product and maintaining the established level of system security in the system of the Employer.

(ii) In particular Contractor assumes no liability whatsoever for damage caused by
   (a) unauthorized modification of the system configuration or security level;
   (b) the installation of patches which are not authorized by Contractor; or
   (c) the Employer delaying the self-installation of patches made available by Contractor.

31. Definitions for various terminology shall be in accordance with international standard e.g. ISO/IEC series 27000, 27001, IS 16335, IEC 62443

32. Prior reference countries means a country which shares the land border with India.

Any item imported for end use or to be used as a component or as a part in manufacturing, assembling of any equipment or to be used in power supply system or any activity directly or indirectly related to power supply system shall adhere to the following guidelines:

(i) All the equipment, components, and parts imported for use in the Power Supply System and Network shall be tested in the country to check for any kind of embedded malware/Trojans/cyber threat and for adherence to Indian Standards

(ii) All such testings shall be done in certified laboratories that are designated by Ministry of Power (MOP), Government of India.

(iii) Any import of equipment/component/parts from “prior reference” countries as specified or by persons owned by, controlled by, or subject to the jurisdiction or the directions of these “prior reference” countries will require prior permission of the Government of India

(iv) Where the equipment/component/parts are imported from “prior reference” countries, with special permission, the protocol for testing in certified and designated laboratories

shall be approved by the Ministry of Power (MOP), Government of India.

33. IT HARDWARE:

(i) All IT hardware equipment supplied shall have a valid Certificate of Common Criteria as per ISO/IEC 15408 issued by signatories of the Common Criteria Recognition Agreement (CCRA) – www.commoncriteriaportal.org.

(ii) Import/Procurement and supply from vendors sourcing from prior reference countries, the certificate for Common Criteria shall be from Government Laboratories in India according to the IC3S scheme operated by Ministry of Electronics and Information Technology, which is a signatory to CCRA. https://www.commoncriteria-india.gov.in/

ANNEXURE- VIII

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE

(To be stamped in accordance with stamp Act)

Ref..... Bank Guarantee No .....

Date .....

TO

Dear Sirs,

In consideration of the Bangalore Electrical supply Company Limited, (hereinafter refereed to as the BESCOM or Owner which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having Awarded to M/s..... with its Registered/Head Office at ..... (hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of BESCOM's Letter of Award No.....dated..... and the same having been unequivocally accepted by the Contractor, resulting in a Contract bearing No..... dated .....valued at..... for .....(Scope of Contract) and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful Performance of the entire Contract equivalent to ..... * .....(%).....percent) of the said value of the Contract to the BESCOM.

We ..... (Name & Address) having its Head Office at .....(hereinafter referred to as the 'Bank' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby Guarantee and undertake to pay, the BESCOM, merely on demand any and all monies payable by the Contractor to the extent of .....as aforesaid at any time up

to ……**……. (days/Month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor.

Any such demand made by the BESCOM on the Bank shall be conclusive and binding notwithstanding any difference between the BESCOM and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. The Bank undertakes not to revoke this Guarantee during its currency without previous consent of the BESCOM and further agrees that the Guarantee herein contained shall continue to be enforceable till the BESCOM discharges this Guarantee.

The BESCOM shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to extend the time for Performance of the Contract by the Contractor. The BESCOM shall have the fullest liberty, without affecting this Guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the BESCOM and the Contractor or any other course or remedy or security available to the BESCOM. The Bank shall not be released to its obligations under these presents by any exercise by the BESCOM of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or Commission on the part of the BESCOM or any other indulgences shown by the BESCOM or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the BESCOM at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance, without proceeding against the Contractor and notwithstanding any Security or other Guarantee the BESCOM may have in relation to the Contractor's liabilities.

Notwithstanding anything contained herein above our liability under this Guarantee is restricted to Rs……..and it shall remain in force up to and including ……..and shall be extended from time to time for such period (not exceeding one

year), as may be desired by M/s .....on whose behalf this Guarantee has been given.

Dated this .....day of .....20.....at .....

WITNESS:

.....	.....
(Signature)	(Signature)
.....	.....
(Name)	(Name)
. .....	.....
(Official Address)	(Designation with Bank Stamp)

Attorney as per Power of
Attorney No .....
Date .....

NOTE:

* This Sum shall be Five percent (05%) of the Annual Contract Value.

** The date will be One Hundred Eighty (180) days after the end of Guarantee / Warranty Period
as specified in the Contract.

1. The stamp papers of Rs. 500/- values shall be purchased in the name of issuing Bank.

ANNEXURE- IX

PROFORMA OF EXTENSION OF BANK GUARANTEE

Ref ……. Date …….

TO

Dear Sirs,

Sub: Extension of Bank Guarantee No ……for Rs……favouring yourselves, expiring on ……. on account of M/s……in respect of Contract No ……dated…….(hereinafter called original Bank Guarantee).

At the request of M/ s ……,We……Bank, Branch Office at ……and having its Head Office at ……do hereby extend our liability under the above mentioned Guarantee No …… Dated …… for a further period of ……Years/Months from ……to expire on ……Except as provided above, all other Terms and Conditions of the original Bank Guarantee No ……dated ……shall remain unaltered and binding.

Please treat this as an integral part of the Original Bank Guarantee to which it would be attached. I

Yours faithfully,

For ……
Manager/Agent/Accountant
Power of Attorney No ……
Dated ……

SEAL OF BANK

NOTE: The non-judicial stamp paper of appropriate values shall be purchased in the name of the bank who has issued the Bank Guarantee.